

Colusa Groundwater Authority Board of Directors

P.O. Box 475, Colusa, CA 95932 | www.colusagroundwater.org

MEETING AGENDA

June 25, 2024 | 1:30 p.m.

Colusa Industrial Properties, 100 Sunrise Blvd., Colusa, CA 95932

Alternative meeting location(s):

381 HCR 2424, Hillsboro, TX 76645

Members of the public may attend this meeting in person or through Zoom:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us06web.zoom.us/j/82885749582>

Or One tap mobile:

+16694449171,,82885749582# US

+17193594580,,82885749582# US

Or join by phone:

US: +1 669 444 9171 or +1 719 359 4580 or +1 720 707 2699

Webinar ID: 828 8574 9582

Full Agenda Packet: <https://colusagroundwater.org/agendas-and-minutes-2024/>

** Indicates action item*

1. Call To Order and Determination of Quorum

- a. Roll Call of Directors and Alternates
- b. Introductions of others in attendance

2. Period Of Public Comment

At this time, members of the public may address the CGA Board regarding items that are not on the agenda but are of relevance to the CGA. The Board may not act on items not on the agenda.

3. Consent Calendar

All consent calendar items may be acted upon by a single motion unless otherwise requested by a board member for separate consideration.

- a. *Approval of Minutes from the April 23, 2024, CGA Board Meeting
- b. *Receive and File April/May Financial Statements
- c. *Review and Consider Approval of May/June Claims

4. Election of Officers

- a. *The Board will consider election of Chairman and Vice chairman for the balance of CY 2024.

5. Long Term Funding Fee Project Update and LSCE Contract Extension

- a. Receive update and recommendation from the ad hoc Long Term Funding Committee on fee development and timing
- b. *Recommendation to amend contract with Luhdorff & Scalmanini to complete fee study in FY 2024-25 (contract increase of \$36,725)

6. **Review and Consideration of CGA Fiscal Year 2024-25 Budget** *(requires 2/3 vote of directors present)*
 - a. Receive budget overview and ad hoc Budget Committee recommendations
 - b. *Consider approval of FY 2024-25 Budget

7. **Annual Board Review of Operations Fee according to Resolution No. 2019-02 entitled “Resolution Certifying the Results of a Proposition 218 Majority Protest Proceeding and Setting the Authority’s Operations Fee”** *(requires 2/3 vote of directors present)*
 - a. *Consider approval of proposed CGA Operations Fee to fund FY 2024-25 Budget as adopted and determine fee adjustment

8. **Consider Approval of Provost and Pritchard Consulting Group Addendum #5 to Consultant Services Agreement (CSA) No. 18-197: Consulting Services for Tax Year 2024-25 Direct Charge Preparation, Colusa Groundwater Authority, Colusa and Yolo Counties**
 - a. *Recommendation to authorize the Chair to execute Addendum #5 to CSA No. 18-197 with Provost and Pritchard in an amount not to exceed \$3,500

9. **Collection of Operations Fee**
 - a. * Consider approval of Resolution No. 2024-01 Requesting Collection of Charges on Colusa County Tax Roll in Fiscal Year 2024/2025 and Authorize the Chair to sign
 - b. * Consider approval of Resolution No. 2024-02 Requesting Collection of Charges on Yolo County Tax Roll in Fiscal Year 2024/2025 and Authorize the Chair to sign

10. **Adoption of Resolution No. 24-03 Affirming Meaning of the Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority**
 - a. *Consider adoption of Resolution No. 24-03 Affirming Meaning of Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority

11. **Colusa Subbasin GSP Implementation Update**

12. **DWR Staff Update**

13. **Committee Reports**
 - a. **Technical Advisory Committee** – Deke Dormer, Kate Dunlap, Jim Wallace
 - b. **Long Term Funding ad hoc** – Jeff Moresco, Frank A. Nobriga, Hilary Reinhard, Jim Wallace

14. **Administrative Update**

15. **Closed Session**
 - a. Conference with Legal Counsel (Gov’t Code 54956.9) – Existing litigation:
Aqualliance et al. v. Colusa Groundwater Authority, Glenn Groundwater Authority Colusa County Superior Court – Case Number CV24584

Aqualliance et al. v. Biggs-West Gridley Water District, et al. Butte County Superior Court – Case Number 22CV00348
 - b. Public Employee Performance Evaluation (Gov’t Code 54957)
Title: Administrative Services Consultant

16. Report out of Closed Session

17. Member Reports and Comments

18. Next Meeting: July 23, 2024

19. Adjourn

A complete agenda packet, including back-up information, is available for inspection during normal business hours at 1213 Market Street, Colusa, CA 95932. The full agenda packet can also be found on the CGA website:

<https://colusagroundwater.org>. In compliance with the Americans with Disability Act, if you require special accommodation to participate in CGA Board or Subcommittee meetings, please contact the Colusa Groundwater Authority Program Manager at 650-587-7300, extension 17, prior to any meeting for accommodations.

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AGENDA ITEM 1: CALL TO ORDER AND DETERMINATION OF A QUORUM

AGENDA ITEM 1a: Roll Call of Officers and Alternates

SIX (6) Members must be present to constitute a quorum.

As of July 1, 2023, and through June 30, 2025, **Westside Water District** sits as the representative for Maxwell I.D. and Westside W.D.; and **Provident Irrigation District** sits as the representative for Princeton-Codora-Glenn I.D. and Provident I.D.

Note: Beginning July 1, 2025, Maxwell Irrigation District and Princeton-Codora-Glenn Irrigation District will represent their respective Memberships on the CGA Board.

4.1 Board of Directors. *The business of the Authority will be conducted by a Board of Directors that is hereby established, and that shall be initially composed of and appointed as follows: One member of the Board of the Maxwell Irrigation District or the Westside Water District, said appointment to alternate every two years beginning with an appointment by the Maxwell Irrigation District of one of its Board members; One member of the Board of the Princeton-Codora-Glenn Irrigation District or the Provident Irrigation District, said appointment to alternate every two years beginning with an appointment by the Princeton-Codora-Glenn Irrigation District of one of its Board members...*

Entity	Name
COUNTY OF COLUSA	
BOARD MEMBER	Gary Evans
ALTERNATE	Janice Bell
CITY OF COLUSA	
BOARD MEMBER	Jesse Cain
ALTERNATE	Greg Ponciano
CITY OF WILLIAMS	
BOARD MEMBER	Kate Dunlap
ALTERNATE	Alfred Sellers, Jr.
GLENN COLUSA IRRIGATION DISTRICT	
BOARD MEMBER	Blake Vann
ALTERNATE	Vacant
COLUSA COUNTY WATER DISTRICT	
BOARD MEMBER	Frank Nobriga, Jr.
ALTERNATE	Halbert Charter
ALTERNATE	Shelly Murphy
PROVIDENT IRRIGATION DISTRICT	
BOARD MEMBER	Jim Campbell
WESTSIDE WATER DISTRICT	
BOARD MEMBER	Zach Dennis
ALTERNATE	Mike Urkov
RECLAMATION DISTRICT 108	
BOARD MEMBER	Hilary Reinhard
ALTERNATE	Lewis Bair
RECLAMATION DISTRICT 479	
BOARD MEMBER	Derrick Strain
ALTERNATE	Vacant
COLUSA DRAIN MUTUAL WATER COMPANY	
BOARD MEMBER	Jim Wallace
ALTERNATE	Lynell Pollock
PRIVATE PUMPER	Vacant
PRIVATE PUMPER	Jeff Moresco
MAXWELL IRRIGATION DISTRICT	
BOARD MEMBER	Chris Dobson
ALTERNATE	Drew Dirks
PRINCETON-CODORA-GLENN IRRIGATION DISTRICT	
BOARD MEMBER	Jim Campbell
ALTERNATE	Lance Boyd

[AGENDA ITEM 1b: Introductions of Others in Attendance](#)

AGENDA ITEM 2: PERIOD OF PUBLIC COMMENT

Members of the public may comment on items not on today's agenda that are relevant to the CGA. Public comments are limited to no more than 5 minutes. No action can be taken on items that are not on the agenda.

AGENDA ITEM 3: CONSENT CALENDAR

BACKGROUND:

All Consent Calendar items may be acted upon by a single motion unless otherwise requested by a board member for separate consideration.

ACTION ITEMS:

[AGENDA ITEM 3a. Approval of Minutes from the April 23, 2024 CGA Board Meeting](#)

ATTACHMENTS: Draft minutes from April 23, 2024 CGA board meeting

[AGENDA ITEM 3b. Receive and File April/May Financial Statements](#)

ATTACHMENTS: Financial statements for period ending May 31, 2024

[AGENDA ITEM 3c. Review and Consider Approval of April Claims](#)

ATTACHMENTS: Report of Claims to be paid for June 2024 and supporting documents for claims totaling \$105,983.99.

AGENDA ITEM 4: ELECTION OF OFFICERS

ACTION ITEM:

With Chairman Williams' resignation from the Board in April, the CGA Board should consider nomination and election of a Chairman and/or Vice Chairman for the balance of calendar year 2024.

Colusa Groundwater Authority Board of Directors

1213 Market Street, Colusa, CA 95932 | 530-458-0891 | www.colusagroundwater.org

MEETING MINUTES

April 23, 2024

** Indicates action item*

1. Call To Order and Determination of Quorum

Chair Williams called the meeting to order at 1:30 P.M. and led the Board in the Pledge of Allegiance.

a. Roll Call of Officers and Alternates

Present: Jesse Cain, Kate Dunlap, Jeff Moresco, Frank A. Nobriga, Mike Urkov, Bill Vanderwaal, Jim Wallace, Darrin Williams.

Absent: Jim Campbell, Gary Evans, Derick Strain, Blake Vann.

b. Introductions of others in attendance

Mary Fahey, Steve Geiger, Ben King; Consultants Jacques DeBra and Thaddeus Bettner; Board alternate Shelly Murphy; CGA staff Denise Carter, Alan Doud, Carol Thomas-Keefer, and Harrison Tregenza.

2. Period Of Public Comment

At this time, members of the public may address the CGA Board regarding items that are not on the agenda but are of relevance to the CGA. The Board may not act on items not on the agenda.

None.

3. Consent Calendar

All consent calendar items may be acted upon by a single motion unless otherwise requested by a board member for separate consideration.

On motion by Director Dunlap, seconded by Director Nobriga, the Consent Calendar was approved.

AYES:	8	Cain, Dunlap, Nobriga, Urkov, Vanderwaal, Wallace, Williams
NOES:	0	
ABSTAIN:	0	
ABSENT:	4	Campbell, Moresco, Strain, Vann

- a. ***Approval of Minutes from the March 26, 2024, CGA Board Meeting**
- b. ***Receive and File March Financial Statements**
- c. ***Review and Consider Approval of April Claims**

Director Moresco arrived at 1:49 p.m.

4. Presentation on Long-Term Funding/Fee Study

a. **The board will receive a presentation from Luhdorff & Scalmanini on the fee study project.**

Mr. DeBra introduced the item and provided a presentation on the long term fee update project, going over the CGA's mission, the 2023-24 long term fee update project milestones, schedule outline, fee development process, updated revenue projections for GSP implementation and SGMA compliance, the fee options evaluation process, the proposed user class fee structure, user class fee structure data collection, use class fee structure, long term fee implementation, key implementation items, the Proposition 218 notice, and next steps for the long term funding project. During his presentation, Mr. DeBra received feedback and answered questions from the Board and the public, with help from Chair Williams, Mr. Doud, Ms. Thomas-Keefer, and Ms. Carter.

5. Update on Temporary Water Rights Permit Application

a. **Staff will provide an update on the status of CGA's temporary water rights application.**

Ms. Thomas-Keefer reported that, at the recommendation of consultants, CGA submitted a request to voluntarily withdraw the application in order to have an opportunity to present the circumstances for withdrawal. The State Board has acknowledged the withdrawal. CGA will continue to monitor temporary water right permit opportunities and may wish to submit a new application this summer.

6. GSP Update

a. **The board will receive an update on GSP implementation and revisions.**

Ms. Thomas-Keefer reported that the annual report was submitted to DWR prior to April 1; additionally, she noted that the revised GSP was submitted to DWR by the deadline of April 23. DWR has indicated that it should have a determination on the revisions by the end of this year.

7. DWR Staff Update

None.

8. Committee Reports

a. **Technical Advisory Committee** – Deke Dormer, Kate Dunlap, Bill Vanderwaal, Jim Wallace, Darrin Williams
Ms. Thomas-Keefer reported that the next meeting of the TAC is scheduled for June 14.

b. **Long Term Funding ad hoc** – Darrin Williams, Jeff Moresco, Frank A. Nobriga, Hilary Reinhard

Ms. Thomas-Keefer reported that the committee continues to work with the consultant and will meet again in May.

9. Administrative Update

Ms. Thomas-Keefer provided a verbal report on Assembly Bill 2079 relating to restrictions on wells.

10. Closed Session

No Closed Session was held.

a. Conference with Legal Counsel (Gov't Code 54956.9) – Existing litigation:

Aqualliance et al. v. Colusa Groundwater Authority, Glenn Groundwater Authority

Colusa County Superior Court – Case Number CV24584

Aqualliance et al. v. Biggs-West Gridley Water District, et al.

11. Report out of Closed Session

No report.

12. Member Reports and Comments

Chair Williams announced his resignation from the CGA Board of Directors, effectively immediately. Chair Williams then received appreciation and thanks from staff, the Board, and the public for his service on the Board. On advice of counsel, staff was directed to place an election of officers on the next meeting agenda.

13. Next Meeting: May 28, 2024 (The May 28 meeting was subsequently cancelled.)

14. Adjourn

Chair Williams adjourned the meeting at 3:12 P.M.

APPROVED BY:

Jim Wallace, Vice Chair

Date

ATTEST:

Carol Thomas-Keefer, Secretary

Date

BUDGET TO ACTUAL REPORT- MAY

ACTUALS BY REVENUE

	(A) BUDGET	Restricted Prop. 218	Restricted Grants	(B) \$ ACTUAL	(A-B) \$ REMAINING	(B/A) % COMPLETED	
1 REVENUE							1
2 Prior Year Funds to Balance	180,651	-	-	-	180,651	0%	2
3 Proposition 218 Fee Agreements	390,432	350,800	-	350,800	39,632	90%	3
4 Proposition 218 Landowner Fee-Operations Flat Fee	6,812	6,812	-	6,812	(0)	100%	4
5 Glenn County Groundwater Authority Reimbursement	50,000	-	-	-	50,000	0%	5
6 Interest	80	83	-	83	(3)	104%	6
7							7
8 TOTAL REVENUES	627,975	357,695	-	357,695	270,280	57%	8
9 EXPENSES							9
10 Office Expense							10
11 Bank Fees	50	19	-	19	31	38%	11
12 JPA Insurance	1,800	-	-	-	1,800	0%	12
13 Printing and Copying/Outreach	5,000	-	-	-	5,000	0%	13
14 Website-Current	500	-	-	-	500	0%	14
15 Website-New	15,000	-	-	-	15,000	0%	15
16 Supplies	500	-	-	-	500	0%	16
17							17
18 Professional Services- Admin							18
19 Auditor	8,000	-	-	-	8,000	0%	19
20 Financial Services Bookkeeping (Atlas)	5,000	1,574	-	1,574	3,427	31%	20
21 Legal Services (Young & Wooldridge)	55,000	15,246	-	15,246	39,754	28%	21
22 Program Manager/Facilitation Svcs (RGS)	175,000	88,840	-	88,840	86,160	51%	22
23 Annual Parcel Update (Provost & Pritchard)	3,500	1,870	-	1,870	1,631	53%	23
24							24
25 Professional Services- Projects							25
26 GSP Development - Prop. 1 /68 : GCGA Reimbursement	-	-	-	-	-	0%	26
27 GSP-Grant Application (Shared with Glenn County)	30,000	-	-	-	30,000	0%	27
28 GSP Annual Report (Shared with Glenn County)	70,000	29,254	-	29,254	40,747	42%	28
29 GSP Technical Assistance:On-Call Support Svcs (Davids Engineering)	15,000	-	-	-	15,000	0%	29
30 GSP Subbasin GSP Revisions (Shared with Glenn County)	-	153,074	-	153,074	(153,074)	0%	30
31 GSP Revisions(Water Ecology)	-	9,000	-	9,000	(9,000)	0%	31
32							32

BUDGET TO ACTUAL REPORT- MAY

		ACTUALS BY REVENUE						
	(A)	Restricted	Restricted	(B)	(A-B)	(B/A)		
	BUDGET	Prop. 218	Grants	\$	\$	%		
				ACTUAL	REMAINING	COMPLETED		
33	EXPENSES (cont'd)						33	
34	GSP Implementation Fund-SGMA (Grant Reimbursable)						34	
35	GSP Projects	-	-	-	-	0%	35	
36	Five Year GSP Update w Modeling Calibrations	60,625	-	-	60,625	0%	36	
37	Surface-GS Interaction Modeling (NCWA Approach)	10,000	-	-	10,000	0%	37	
38	GSA Coordination & Outreach (w/in and between GSA's)	30,000	-	-	30,000	0%	38	
39	Data Management System Upgrade & Maintenance	25,000	-	-	25,000	0%	39	
40	GSP Project Implementation and Monitoring	100,000	-	-	100,000	0%	40	
41							41	
42	Proposition 218 Collections Fee						42	
43	Prop. 218 Ops Fee Collections-Co	10,000	-	-	10,000	0%	43	
44	Special Projects - Funding Mech: GSP Funding & Support (LSCE)	-	63,646	63,646	(63,646)	0%	44	
45							45	
46	Other						46	
47	County of Butte GSA- Member Contribution	8,000	-	-	8,000	0%	47	
48							48	
49							49	
50	TOTAL EXPENSES	627,975	362,522	-	362,522	265,453	58%	50
51							51	
52	Surplus (Deficit)	-	(4,826)	-	(4,826)		52	

The Budget to Actual Report reflects revenue and expenses associated with the 2023-2024 fiscal year. All revenues and expenses associated with FY22-23 will be reflected in a forthcoming year-end report. See the Cash Balance Report for available cash.

Expenses include all paid warrants only. See Cash Balance for current months paid and outstanding warrants.

CASH BALANCE

May 2024 Activity

Cash Receipts

County of Colusa Prop. Tax (Checking Account)	\$	177,556.00
Yolo County ACH Payment (Money Market)		664.33
Total Cash Receipts	\$	178,220.33

Cash Disbursements

Warrants- March	\$	172,028.14
Total Cash Disbursements	\$	172,028.14

Cash Balance

Prior Month to Current Month Ending Balance Reconciliation

April Cash Balance By Investment

Umqua Checking	\$	265,031.28
Umqua Money Market		873,179.69
Umqua Savings		33,004.51
Total Cash Balance	\$	1,171,215.48

May Activity

Cash Receipts	\$	178,220.33
Cash Disbursements		(172,028.14)
Interest Earnings		7.42
Service Charge		-
Total Activity	\$	6,199.61

Ending Cash Balance \$ 1,177,415.09

Less: Outstanding Warrants:

Warrants - April (Postponed to June Approval)		91,365.54
Warrants - May -Pending Approval		14,618.45

Total Available Cash By Activity **\$ 1,283,399.08**

May Cash Balance by Investment

Umqua Checking	\$	270,559.14
Umqua Money Market		873,851.44
Umqua Savings		33,004.51
Total Balance	\$	1,177,415.09
Less: Outstanding Warrants		105,983.99
Total Available Cash by Investment	\$	1,283,399.08

Outstanding Warrants are vendor invoices received and not yet paid or in transit.

CLAIMS SUMMARY

Invoice #	Invoice Date	Vendor	Service Period	Service	Check	ACH	Total
1173.04-6230	5/9/2024	Davids Engineering	April Services	Colusa Subbasin GSP Revisions	24,680.13	-	24,680.13
41224	4/19/2024	Luhdorff & Scalmanini	April Services	CGA GSP Funding Support	17,526.00	-	17,526.00
16739	4/30/2024	RGS	April Services	Administration	9,732.79	-	9,732.79
1	3/7/2024	Water Ecology	February Services	GSP Revisions	9,000.00	-	9,000.00
3	5/14/2024	Water Ecology	April Services	GSP Revisions	9,000.00	-	9,000.00
41365	5/14/2024	Luhdorff & Scalmanini	April Services	CGA GSP Funding Support	8,400.00	-	8,400.00
41603	3/14/2024	Luhdorff & Scalmanini	February Services	CGA GSP Funding Support	5,581.25	-	5,581.25
Various	4/30/2024	Young & Wooldridge	April Services	Legal Services	2,419.00	-	2,419.00
40951	2/21/2024	Luhdorff & Scalmanini	January Services	CGA GSP Funding Support	4,300.00	-	4,300.00
390-698	5/8/2024	Atlas CPA's	April Services	Accounting Services	233.50	-	233.50
390-698	4/24/2024	Atlas CPA's	March Services	Accounting Services	193.00	-	193.00
16710	3/31/2024	RGS	March Services	Website/ Meeting Room Rental	171.87	-	171.87
16857	4/30/2024	RGS	April Services	Public Hearing Notice	128.00	-	128.00
APRIL WARRANT TOTAL					<u>\$ 91,365.54</u>	<u>\$ -</u>	<u>\$ 91,365.54</u>

Invoice #	Invoice Date	Vendor	Service Period	Service	Check	ACH	Total
Various	5/31/2024	Young & Wooldridge	May Services	Legal Services	4,449.13	-	4,449.13
1173.03-6274	6/11/2024	Davids Engineering	May Services	Annual Report	1,913.50	-	1,913.50
16881	5/31/2024	RGS	May Services	Administration	6,490.82	-	6,490.82
INV-003292	6/4/2024	GSRMA	Annual Renewal	Risk Management	1,765.00	-	1,765.00
MAY WARRANT TOTAL					<u>\$ 14,618.45</u>	<u>\$ -</u>	<u>\$ 14,618.45</u>

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1173.04-6230	5/9/2024	Davids Engineering	April Services	Colusa Subbasin GSP Revisions	24,680.13	-	24,680.13
41224	4/19/2024	Luhdorff & Scalmanini	April Services	CGA GSP Funding Support	17,526.00	-	17,526.00
16739	4/30/2024	RGS	April Services	Administration	9,732.79	-	9,732.79
1	3/7/2024	Water Ecology	February Services	GSP Revisions	9,000.00	-	9,000.00
3	5/14/2024	Water Ecology	April Services	GSP Revisions	9,000.00	-	9,000.00
41365	5/14/2024	Luhdorff & Scalmanini	April Services	CGA GSP Funding Support	8,400.00	-	8,400.00
41603	3/14/2024	Luhdorff & Scalmanini	February Services	CGA GSP Funding Support	5,581.25	-	5,581.25
Various	4/30/2024	Young & Wooldridge	April Services	Legal Services	2,419.00	-	2,419.00
40951	2/21/2024	Luhdorff & Scalmanini	January Services	CGA GSP Funding Support	4,300.00	-	4,300.00
390-698	5/8/2024	Atlas CPA's	April Services	Accounting Services	233.50	-	233.50
390-698	4/24/2024	Atlas CPA's	March Services	Accounting Services	193.00	-	193.00
16710	3/31/2024	RGS	March Services	Website/ Meeting Room Rental	171.87	-	171.87
16857	4/30/2024	RGS	April Services	Public Hearing Notice	128.00	-	128.00
APRIL WARRANT TOTAL					<u>\$ 91,365.54</u>	<u>\$ -</u>	<u>\$ 91,365.54</u>

Invoice #	Invoice Date	Vendor	Service Period	Service	Check	ACH	Total
Various	5/31/2024	Young & Wooldridge	May Services	Legal Services	4,449.13	-	4,449.13
1173.03-6274	6/11/2024	Davids Engineering	May Services	Annual Report	1,913.50	-	1,913.50
16881	5/31/2024	RGS	May Services	Administration	6,490.82	-	6,490.82
INV-003292	6/4/2024	GSRMA	Annual Renewal	Risk Management	1,765.00	-	1,765.00
MAY WARRANT TOTAL					<u>\$ 14,618.45</u>	<u>\$ -</u>	<u>\$ 14,618.45</u>

Invoice

DAVIDS ENGINEERING, INC.
Tax ID#68-0346173
1772 Picasso Avenue, Suite A
Davis, CA 95618-0550
530/757-6107 - phone
530/757-6118 - fax

May 09, 2024
 Invoice No: 1173.04 - 6230

Carol Thomas-Keefer
 Colusa Groundwater Authority
 P.O. Box 475
 Colusa, CA 95932

Project 1173.04 Colusa Groundwater Authority - Colusa Subbasin GSP Revisions
Professional Services from April 01, 2024 to April 30, 2024

Task 02.00 Phase 2 Revisions
 Sub-Task 02.01 Participate in Coordination Meetings with GSA Staff and Representatives

Professional Personnel

	Hours	Rate	Amount	
Associate Project Assistant				
Clark, Cynthia	1.00	108.00	108.00	
Totals	1.00		108.00	
Total Labor				108.00
		Total this Sub-Task		\$108.00

Billings to Date

	Current	Prior	Total
Labor	108.00	997.00	1,105.00
Consultant	0.00	6,328.50	6,328.50
Totals	108.00	7,325.50	7,433.50

Sub-Task 02.02 Participate in Meetings with GSAs to Discuss Policy and Technical Alternatives

Professional Personnel

	Hours	Rate	Amount	
Supervising Engineer				
Davids, Jeff	10.50	228.00	2,394.00	
Associate Engineer I				
Klug, Katherine	9.50	188.00	1,786.00	
Totals	20.00		4,180.00	
Total Labor				4,180.00

Consultants

West Yost Associates, Inc.				
4/30/2024	West Yost Associates, Inc.	Professional Services from	263.98	
		March 30, 2024 to April 26,		
		2024 - see attached		
	Total Consultants	1.0 times	263.98	263.98
		Total this Sub-Task		\$4,443.98

Billings to Date

	Current	Prior	Total
Labor	4,180.00	8,726.00	12,906.00
Consultant	263.98	16,144.50	16,408.48
Totals	4,443.98	24,870.50	29,314.48

Sub-Task 02.03 Participate in Meetings with DWR to Review Policy and Technical Approaches

Professional Personnel

	Hours	Rate	Amount
Associate Engineer I			
Klug, Katherine	.25	188.00	47.00
Totals	.25		47.00
Total Labor			47.00
		Total this Sub-Task	\$47.00

Billings to Date

	Current	Prior	Total
Labor	47.00	4,653.00	4,700.00
Consultant	0.00	5,880.50	5,880.50
Totals	47.00	10,533.50	10,580.50

Sub-Task 02.04 Complete GSP Revisions

Professional Personnel

	Hours	Rate	Amount
Principal Engineer			
Davids, John	.75	249.00	186.75
Assistant Engineer II			
Winslow, Jacob	10.75	139.00	1,494.25
Senior Project Assistant			
Davids, Kristi	1.50	120.00	180.00
Supervising Engineer			
Davids, Jeff	20.25	228.00	4,617.00
Associate Engineer II			
Ertis, Brandon	1.50	199.00	298.50
Associate Engineer I			
Klug, Katherine	49.75	188.00	9,353.00
Intern I			
Mortensen, Devin	5.50	54.00	297.00
Staff Project Assistant			
Schroeder, Cathy	14.00	94.00	1,316.00
Totals	104.00		17,742.50
Total Labor			17,742.50

Consultants

West Yost Associates, Inc.			
4/30/2024	West Yost Associates, Inc.	Professional Services from March 30, 2024 to April 26, 2024 - see attached	916.00
	Total Consultants	1.0 times	916.00
			916.00

Project	1173.04	CGA - Colusa Subbasin GSP Revisions	Invoice	6230
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Reimbursable Expenses

Reproductions					
4/16/2024	Davids, Kristi	FedEx		1,117.42	
	Total Reimbursables		1.0 times	1,117.42	1,117.42

Unit Billing

Travel: Field Vehicle (4x4) Mileage					
4/16/2024	Travel to Williams and Colusa and back to drop off Revised GSP. (J.W.)	140.0 miles @ 1.31		183.40	
4/19/2024	Travel to Colusa for GSP revisions adoption hearing. (J.W.)	93.0 miles @ 1.31		121.83	
	Total Units		1.0 times	305.23	305.23
			Total this Sub-Task		\$20,081.15

Billings to Date

	Current	Prior	Total
Labor	17,742.50	49,458.50	67,201.00
Consultant	916.00	68,186.75	69,102.75
Expense	1,117.42	0.00	1,117.42
Unit	305.23	0.00	305.23
Totals	20,081.15	117,645.25	137,726.40

Contract Amount

	Current	Prior	To-Date	
Total Billings	24,680.13	160,374.75	185,054.88	
Contract Amount			185,658.00	
Remaining			603.12	
			Total this Task	\$24,680.13

Billings to Date

	Current	Prior	Total	
Labor	22,077.50	63,834.50	85,912.00	
Consultant	1,179.98	96,540.25	97,720.23	
Expense	1,117.42	0.00	1,117.42	
Unit	305.23	0.00	305.23	
Totals	24,680.13	160,374.75	185,054.88	
			Total this Invoice	\$24,680.13

Billings to Date

	Current	Prior	Total
Labor	22,077.50	111,284.50	133,362.00
Expense	1,117.42	64.32	1,181.74
Consultant	1,179.98	96,540.25	97,720.23
Unit	305.23	0.00	305.23
Totals	24,680.13	207,889.07	232,569.20

I certify that the above invoice is true and correct to the best of my knowledge.

Project 1173.04 CGA - Colusa Subbasin GSP Revisions Invoice 6230

Authorized By: _____



Date: 05/09/2024

Project	1173.04	CGA - Colusa Subbasin GSP Revisions	Invoice	6230
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Billing Backup

Thursday, May 9, 2024

Davids Engineering, Inc.

Invoice 6230 Dated 5/9/2024

11:47:01 AM

Project	1173.04	Colusa Groundwater Authority - Colusa Subbasin GSP Revisions
Task	02.00	Phase 2 Revisions
Sub-Task	02.01	Participate in Coordination Meetings with GSA Staff and Representatives

Professional Personnel

		Hours	Rate	Amount
Associate Project Assistant				
Clark, Cynthia	4/5/2024	.25	108.00	27.00
Project Support, Accounting				
Clark, Cynthia	4/8/2024	.25	108.00	27.00
Project Support, Accounting				
Clark, Cynthia	4/9/2024	.25	108.00	27.00
Project Support, Accounting				
Clark, Cynthia	4/30/2024	.25	108.00	27.00
Project Support, Accounting				
Totals		1.00		108.00
Total Labor				108.00

Total this Sub-Task \$108.00

Sub-Task	02.02	Participate in Meetings with GSAs to Discuss Policy and Technical Alternatives
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Professional Personnel

		Hours	Rate	Amount
Supervising Engineer				
Davids, Jeff	4/11/2024	1.50	228.00	342.00
Preparation for and facilitation of coordination meeting with CGA, GGA, and DE teams. Preparations for Joint Board meeting on 04/12 for final review of revised GSP.				
Davids, Jeff	4/12/2024	6.75	228.00	1,539.00
Preparation for and participation in GSP revision meeting covering all revisions and reviewing and approving MOUs for demand management and domestic well mitigation.				
Davids, Jeff	4/19/2024	2.25	228.00	513.00
Preparation for and participation in Revised GSP adoption hearing.				
Associate Engineer I				
Klug, Katherine	4/5/2024	.75	188.00	141.00
outlining ppt for 04/12 GSA meeting				
Klug, Katherine	4/8/2024	.50	188.00	94.00
coordination with J.C. Davids to prepare for 4/12 GSA meeting				
Klug, Katherine	4/10/2024	1.00	188.00	188.00
preparing ppt for 4/12 GSA board meeting				
Klug, Katherine	4/11/2024	1.75	188.00	329.00
preparing ppt for 4/12 GSA board meeting				
Klug, Katherine	4/12/2024	4.00	188.00	752.00
preparing for, participating in, and followup regarding 4/12 GSA board meeting				

Project	1173.04	CGA - Colusa Subbasin GSP Revisions	Invoice	6230		
Klug, Katherine		4/18/2024	.25	188.00	47.00	
		preparing ppt for 04/19 adoption hearing				
Klug, Katherine		4/19/2024	1.25	188.00	235.00	
		participating in 04/19 adoption hearing				
		Totals	20.00		4,180.00	
		Total Labor				4,180.00
Consultants						
West Yost Associates, Inc.						
AP 10399	4/30/2024	West Yost Associates, Inc. / Professional Services from March 30, 2024 to April 26, 2024 - see attached			263.98	
		Total Consultants	1.0 times		263.98	263.98
					Total this Sub-Task	\$4,443.98

Sub-Task	02.03	Participate in Meetings with DWR to Review Policy and Technical Approaches	Hours	Rate	Amount	
Professional Personnel						
		Associate Engineer I				
Klug, Katherine		4/23/2024	.25	188.00	47.00	
		coordinating with DWR on MNM questions, proof of adoption				
		Totals	.25		47.00	
		Total Labor			47.00	
					Total this Sub-Task	\$47.00

Sub-Task	02.04	Complete GSP Revisions	Hours	Rate	Amount
Professional Personnel					
		Principal Engineer			
Dauids, John		4/9/2024	.75	249.00	186.75
		discussion w/ Katie re multiple revised GSP matters			
		Assistant Engineer II			
Winslow, Jacob		4/1/2024	3.50	139.00	486.50
		Updating Hydrographs.			
Winslow, Jacob		4/12/2024	3.25	139.00	451.75
		CGA/GGA Joint Board Meeting.			
Winslow, Jacob		4/16/2024	2.50	139.00	347.50
		Dropping off GSPs to the GGA and CGA.			
Winslow, Jacob		4/19/2024	1.50	139.00	208.50
		GGA GSP adoption meeting.			
		Senior Project Assistant			
Dauids, Kristi		4/2/2024	.25	120.00	30.00
		project support, accounting			
Dauids, Kristi		4/5/2024	.25	120.00	30.00
		project support, accounting			
Dauids, Kristi		4/16/2024	1.00	120.00	120.00
		printing GSP revisions			

Project	1173.04	CGA - Colusa Subbasin GSP Revisions	Invoice	6230
Supervising Engineer				
Davids, Jeff	4/1/2024	7.75	228.00	1,767.00
Reviewing revised draft cover letter, executive summary, PMAs, and project coordination with K. Klug and West Yost team. Incorporating economic evaluation of domestic well mitigation into well impacts technical memorandum for an appendix in the revised GSP. Finalizing TM content.				
Davids, Jeff	4/4/2024	3.25	228.00	741.00
Working session with E. Cadaret and D. Mortensen regarding GIS analysis of impacted wells and determining distribution of wells between mitigation measure classifications. Coordination with T. Bettner for review of cover letter and timeline for next steps regarding GSP implementation.				
Davids, Jeff	4/9/2024	1.25	228.00	285.00
Working on revisions to document, additional review of various materials.				
Davids, Jeff	4/10/2024	1.00	228.00	228.00
Working with D. Mortensen on updates to well impacts TM.				
Davids, Jeff	4/12/2024	1.25	228.00	285.00
Working on GSP revisions with K. Klug. Preparing for printing and document production.				
Davids, Jeff	4/15/2024	3.50	228.00	798.00
Reviewing cover letter summary matrix, coordinating with K. Klug and K. Davids on document preparation and delivery. Reviewing groundwater pumping estimates in support of fee development.				
Davids, Jeff	4/16/2024	2.25	228.00	513.00
Coordination with K. Klug, K. Davids, and J. Winslow for final report preparation and delivery to Willows and Colusa.				
Associate Engineer II				
Ertis, Brandon	4/1/2024	1.50	199.00	298.50
Review, Revision, and Internal Coordination on SMC, Well Impacts, Domestic Well Mitigation TM				
Associate Engineer I				
Klug, Katherine	4/1/2024	10.50	188.00	1,974.00
compiling Colusa GSP text revisions; reviewing and finalizing updated appendices; compiling, reviewing, and transmitting draft content to the GSAs				
Klug, Katherine	4/3/2024	.25	188.00	47.00
preparing cover letter updates				
Klug, Katherine	4/4/2024	.50	188.00	94.00
coordinating figure updates				
Klug, Katherine	4/8/2024	.25	188.00	47.00
coordination with J.C. Davids to discuss GSP text revisions and cleanup				
Klug, Katherine	4/10/2024	3.75	188.00	705.00
reviewing comments and updating the GSP document in response to comments; reviewing and refining draft GSP text revisions				
Klug, Katherine	4/11/2024	5.75	188.00	1,081.00
reviewing comments and updating the GSP document in response to comments; revising and finalizing cover letter; revising and finalizing GSP document in response to comments				
Klug, Katherine	4/12/2024	7.00	188.00	1,316.00
revising and finalizing GSP document in response to comments; compiling appendices and supporting materials for 4/16 delivery; updating standalone tables/figures; preparing cover letter GSP revisions matrix				

Project	1173.04	CGA - Colusa Subbasin GSP Revisions	Invoice	6230
Klug, Katherine	4/15/2024	6.00 188.00	1,128.00	
compiling appendices and supporting materials for 4/16 delivery; finalizing cover letter GSP revisions matrix; coordinating with DE staff to finalize document				
Klug, Katherine	4/16/2024	5.50 188.00	1,034.00	
coordinating with DE staff to finalize document; preparing and transmitting final GSP file updates				
Klug, Katherine	4/19/2024	4.75 188.00	893.00	
finalizing GSP documents and uploading content to the SGMA portal				
Klug, Katherine	4/22/2024	5.50 188.00	1,034.00	
Cleaning up Revised GSP, elements guide, and other uploads to SGMA portal; uploading Revised GSP to SGMA portal; updating MNM with revised groundwater level SMC; submitting Revised GSP				
Intern I				
Mortensen, Devin	4/11/2024	1.00 54.00	54.00	
Update of TM on Dry Well Impacts with Methods for GIS Analysis of Mitigation Costs				
Mortensen, Devin	4/16/2024	2.25 54.00	121.50	
Refinement of Map Showing Domestic Well Impacts				
Mortensen, Devin	4/17/2024	2.25 54.00	121.50	
Refinement of Map Showing Domestic Well Impacts				
Staff Project Assistant				
Schroeder, Cathy	4/4/2024	1.50 94.00	141.00	
Rename Initial 2022 GSP figures for GSP Revision report				
Schroeder, Cathy	4/5/2024	1.00 94.00	94.00	
Rename Initial 2022 GSP figures for GSP Revision report				
Schroeder, Cathy	4/8/2024	.50 94.00	47.00	
Rename Initial 2022 GSP figures for GSP Revision report				
Schroeder, Cathy	4/9/2024	1.50 94.00	141.00	
Rename Initial 2022 GSP figures for GSP Revision report				
Schroeder, Cathy	4/11/2024	1.00 94.00	94.00	
Made format corrections to Colusa GSP Revisions for KKLug				
Schroeder, Cathy	4/12/2024	3.00 94.00	282.00	
Made format corrections to Colusa GSP Revisions for KKLug and prepare App 5 for final report				
Schroeder, Cathy	4/15/2024	3.50 94.00	329.00	
Prepare all appendices for final report and review through Section 3 of revised GSP				
Schroeder, Cathy	4/16/2024	2.00 94.00	188.00	
Finishing review revised GSP, PDF the word document and place figures into pdf and finish compiling GSP				
Totals		104.00	17,742.50	
Total Labor				17,742.50
Consultants				
West Yost Associates, Inc.				
AP 10399	4/30/2024	West Yost Associates, Inc. / Professional Services from March 30, 2024 to April 26, 2024 - see attached	916.00	
Total Consultants		1.0 times	916.00	916.00

Project	1173.04	CGA - Colusa Subbasin GSP Revisions	Invoice	6230
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Reimbursable Expenses

Reproductions

EX 0000476	4/16/2024	📄 Davids, Kristi / FedEx / printing services	1,117.42	
		Total Reimbursables	1.0 times	1,117.42
				1,117.42

Unit Billing

Travel: Field Vehicle (4x4) Mileage

4/16/2024	Travel to Williams and Colusa and back to drop off Revised GSP. (J.W.)	140.0 miles @ 1.31	183.40	
4/19/2024	Travel to Colusa for GSP revisions adoption hearing. (J.W.)	93.0 miles @ 1.31	121.83	
	Total Units	1.0 times	305.23	305.23

Total this Sub-Task **\$20,081.15**

Total this Task **\$24,680.13**

Total this Project **\$24,680.13**

Total this Report **\$24,680.13**



Remit Payment To:
 PO Box 2158
 Davis, CA 95617

May 6, 2024

Invoice Number: 2058149

Jeff Davids	Client Project:	Project# 1173.04.02
Supervising Engineer	WY Project No:	277-80-24-15
Davids Engineering, Inc.	Contract Amount:	97,748.00
1772 Picasso Avenue., Suite A	Job Name:	Hydrogeologic Support Services
Davis, CA 95618		

Professional Services from March 30, 2024 to April 26, 2024

Previously Billed :	96,540.25
Total This Period :	1,179.98
Total Amount Billed to Date including This Invoice :	97,720.23
Amount Remaining in Contract :	27.77

Task	002	Meetings with GSA		
Reimbursable Expenses				
	Mileage		263.98	
	Total Reimbursables		263.98	263.98
			Total this Task	\$263.98

Task	043	GWL SMC Revisions		
Professional Personnel				
			Hours	Rate
			Amount	
	Senior Engineer/Scientist/Geologist I		1.00	272.00
	Totals		1.00	272.00
	Total Labor			272.00
			Total this Task	\$272.00

Task	044	Subsidence SMC Revisions		
Professional Personnel				
			Hours	Rate
			Amount	
	Principal Eng/Scientist/Geologist II		2.00	322.00
	Totals		2.00	644.00
	Total Labor			644.00
			Total this Task	\$644.00
			Total this Invoice	\$1,179.98

Description of Services:

Task 002 - Prepared for and attended GSA meetings.

Task 043 - Prepared domestic well mitigation program cost estimation methods.

Task 044 - Finalized chapters related to land subsidence in the Revised GSP.

Outstanding Invoices

Number	Date	Balance
2057760	3/29/2024	84,055.25
Total		84,055.25

Task	Task Description	Budget Amount	Current Invoice	Total Invoiced To Date	Budget Remaining
001	Coordination Meetings with GSA Staff and	8,370.00	0.00	6,328.50	2,041.50
002	Meetings with GSA	20,088.00	263.98	16,408.48	3,679.52
003	Meetings with DWR	5,022.00	0.00	5,880.50	-858.50
041	PMA Revisions	11,016.00	0.00	10,565.00	451.00
042	Support Revisions to Overdraft Estimates	0.00	0.00	0.00	0.00
043	GWL SMC Revisions	22,572.00	272.00	6,805.00	15,767.00
044	Subsidence SMC Revisions	30,680.00	644.00	51,732.75	-21,052.75
WYA	West Yost Tracking Only	0.00	0.00	0.00	0.00
TOTAL		97,748.00	1,179.98	97,720.23	27.77

Please direct questions to:

Project Manager Anna Reimer
Principal Samantha Adams

*GKC
for*

Billing Backup

Monday, May 6, 2024

West Yost Associates, Inc.

Invoice 2058149 Dated 5/6/2024

12:23:27 PM

Task 002 Meetings with GSA

Reimbursable Expenses

Mileage

EX	000017817	2/9/2024	Loy, Ken	80.40	
EX	000017817	3/8/2024	Loy, Ken	80.40	
EX	000017817	3/22/2024	Loy, Ken	103.18	
Total Reimbursables				263.98	263.98

Total this Task \$263.98

Task 043 GWL SMC Revisions

Professional Personnel

			Hours	Rate	Amount
Senior Engineer/Scientist/Geologist I					
35 - Cadaret, Erik		4/9/2024	1.00	272.00	272.00
Submitted to DE writeup on domestic well mitigation program cost estimation methods					
Totals			1.00		272.00
Total Labor					272.00

Total this Task \$272.00

Task 044 Subsidence SMC Revisions

Professional Personnel

			Hours	Rate	Amount
Principal Eng/Scientist/Geologist II					
25 - Loy, Ken		4/15/2024	2.00	322.00	644.00
Made edits to GSP (documented calls to local agencies made in April 2024).					
Totals			2.00		644.00
Total Labor					644.00

Total this Task \$644.00

Total this Invoice \$1,179.98



FedEx Office to your destination
for printing and shipping

1727 Marquette Ave
Chicago, IL 60628
Tel: (312) 891-0180

4/16/2024 2:21:40 PM PST
Team Member: Sabrina H.
Customer: Kristl Davids

SALE

3_Dolusa GSP - Apr 2	Qty 2	857.28
CLR 1S Copy/Print	0.00	0.8000 T
000173 Reg. Price	0.40	
CLR 2S Copy/Print	0.42	1.0800 T
000178 Reg. Price	1.80	
CLR 1S 11x17 Wht	1.19	1.2800 T
001197 Reg. Price	1.60	
Fold Per Sheet	59	0.0300 T
000373 Reg. Price	0.03	
Folding Setup Fee	1.00	1.4900 T
000374 Reg. Price	1.49	
BW 2S on 24# Wht	40	0.5800 T
000331 Reg. Price	0.58	
Price per piece	428.63	
Regular Total	1,244.08	
Discounts	386.80	

same day	Qty 1	175.00
Priority Print \$500+	1	175.0000 T
051954 Reg. Price		175.00
Price per piece	175.00	
Regular Total	175.00	
Discounts	0.00	

Sub-Total	1,032.28
Tax	85.16
Deposit	1,117.42
Total	1,117.42

Total Tender	0.00
Change Due	0.00

Total Discounts 386.80



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for details.

Customer Copy



Invoice

April 19, 2024

COLUSA GROUNDWATER AUTHORITY
Attn: Carol Thomas-Keefer
1213 Market Street
Colusa, CA 95932

Invoice No: 41224

Project: 221120 CGA - GSP FUNDING SUPPORT
cthomaskeefer@rgs.ca.gov

Professional services rendered through March 31, 2024

Task: 02 Assessment and Parcel Information

Professional Personnel

	Hours	Rate	Amount	
Staff Hydrogeologist	9.50	150.00	\$1,425.00	
Total Professional Labor	9.50		\$1,425.00	\$1,425.00

Total This Task \$1,425.00

Task: 04 Fee Report

Professional Personnel

	Hours	Rate	Amount	
Supervising Water Resources Planner	40.50	215.00	\$8,707.50	
Total Professional Labor	40.50		\$8,707.50	\$8,707.50

Reimbursable Expenses

Copies/Printing			\$130.00	
Total Reimbursables			\$130.00	\$130.00

Outside Services

Davids Engineering, Inc.			\$651.50	
Total Consultants			\$651.50	\$651.50

Total This Task \$9,489.00

Task: 06 Public Outreach

Professional Personnel

	Hours	Rate	Amount	
Data Processing Clerical	3.00	87.00	\$261.00	
Word Processing, Clerical	9.75	87.00	\$848.25	
Supervising Water Resources Planner	23.00	215.00	\$4,945.00	
Digital Communications Specialist	1.75	97.00	\$169.75	
Total Professional Labor	37.50		\$6,224.00	\$6,224.00

Total This Task \$6,224.00

Task: 07 Final Assessment Levies and Prop 218 Mailing

Professional Personnel

	Hours	Rate	Amount	
Digital Communications Specialist	4.00	97.00	\$388.00	
Total Professional Labor	4.00		\$388.00	\$388.00

Total This Task \$388.00

Total This Invoice \$17,526.00

Outstanding Invoices

Number	Date	Balance
40951	2/21/2024	\$4,300.00
41063	3/14/2024	\$5,581.25
Total		\$9,881.25

Total Now Due \$27,407.25

Billing Summary

	<u>Contract</u>	<u>Previously Billed</u>	<u>Current Billing</u>	<u>Billed To Date</u>	<u>Remaining</u>
Labor & Expenses	\$95,786.00	\$69,844.00	\$17,526.00	\$87,370.00	\$8,416.00

Billing Backup

Friday, April 19, 2024

Luhdorff & Scalmanini, Cons. Eng.

Invoice Dated April 19, 2024

10:42:00 AM

221120 CGA - GSP FUNDING SUPPORT

Invoice No: 41224

Task: 02 - Assessment and Parcel Information

Professional Personnel

			Hours	Rate	Amount	
Staff Hydrogeologist						
232AR Rodriguez-Arriaga, Angelica <i>internal coordination</i>	3/1/2024	2.00	150.00	\$300.00		
232AR Rodriguez-Arriaga, Angelica <i>CGA parcel meeting with client</i>	3/5/2024	1.00	150.00	\$150.00		
232AR Rodriguez-Arriaga, Angelica <i>Parcel analysis and coordination</i>	3/18/2024	1.00	150.00	\$150.00		
232AR Rodriguez-Arriaga, Angelica <i>review data and analysis</i>	3/21/2024	5.50	150.00	\$825.00		
Totals		9.50		\$1,425.00		
Total Labor				\$1,425.00		\$1,425.00
Total this task						\$1,425.00

Task: 04 - Fee Report

Professional Personnel

			Hours	Rate	Amount	
Supervising Water Resources Planner						
236JD DeBra, Jacques <i>CGA Fee Rpt</i>	3/1/2024	4.00	215.00	\$860.00		
236JD DeBra, Jacques <i>Fee Rpt</i>	3/4/2024	2.00	215.00	\$430.00		
236JD DeBra, Jacques <i>Fee Rpt</i>	3/6/2024	4.00	215.00	\$860.00		
236JD DeBra, Jacques <i>Fee Rpt</i>	3/7/2024	4.00	215.00	\$860.00		
236JD DeBra, Jacques <i>Fee Report</i>	3/8/2024	3.50	215.00	\$752.50		
236JD DeBra, Jacques <i>Fee Report</i>	3/11/2024	1.00	215.00	\$215.00		
236JD DeBra, Jacques <i>Fee Report</i>	3/12/2024	2.00	215.00	\$430.00		
236JD DeBra, Jacques <i>Fee Report</i>	3/13/2024	2.00	215.00	\$430.00		
236JD DeBra, Jacques <i>Fee Report</i>	3/14/2024	3.00	215.00	\$645.00		
236JD DeBra, Jacques <i>Fee Report</i>	3/15/2024	4.00	215.00	\$860.00		
236JD DeBra, Jacques <i>Fee Rpt</i>	3/18/2024	2.00	215.00	\$430.00		
236JD DeBra, Jacques <i>Fee Report</i>	3/19/2024	2.50	215.00	\$537.50		



236JD DeBra, Jacques	3/20/2024	2.00	215.00	\$430.00	
<i>Fee Report</i>					
236JD DeBra, Jacques	3/21/2024	1.50	215.00	\$322.50	
<i>Fee Report</i>					
236JD DeBra, Jacques	3/22/2024	3.00	215.00	\$645.00	
<i>Fee Report</i>					
Totals		40.50		\$8,707.50	
Total Labor				\$8,707.50	\$8,707.50
Reimbursable Expenses					
Copies/Printing					
53600			3/31/2024	\$130.00	
Total Reimbursables				\$130.00	\$130.00
Consultants					
				Amount	
Davids Engineering, Inc.					
708			3/31/2024	\$651.50	
Total Subcontractors				\$651.50	\$651.50
Total this task					\$9,489.00

Task: 06 - Public Outreach

Professional Personnel

		Hours	Rate	Amount	
Data Processing Clerical					
220ES Sanchez, Elizabeth	2/27/2024	1.00	87.00	\$87.00	
<i>Print posters, flyers, PP and handouts for the Outreach</i>					
220ES Sanchez, Elizabeth	2/28/2024	2.00	87.00	\$174.00	
<i>Print and format posters to be 2x3 feet, flyers, PP and handouts for the Outreach meeting.</i>					
Digital Communications Specialist					
227SW Wood, Sheradyn	2/27/2024	1.00	97.00	\$97.00	
<i>print materials</i>					
227SW Wood, Sheradyn	3/13/2024	.75	97.00	\$72.75	
<i>cover creation</i>					
Supervising Water Resources Planner					
236JD DeBra, Jacques	2/27/2024	7.00	215.00	\$1,505.00	
<i>CGA Public Workshop 1</i>					
236JD DeBra, Jacques	2/28/2024	8.00	215.00	\$1,720.00	
<i>Public Workshop 2</i>					
236JD DeBra, Jacques	2/29/2024	8.00	215.00	\$1,720.00	
<i>Public Workshop 3</i>					
Word Processing, Clerical					
238LW Williams, Lorrie Jo	2/26/2024	4.25	87.00	\$369.75	
<i>Meeting Posters</i>					
238LW Williams, Lorrie Jo	2/27/2024	3.00	87.00	\$261.00	
<i>Meeting Posters</i>					
238LW Williams, Lorrie Jo	2/29/2024	2.50	87.00	\$217.50	
<i>Meeting Posters</i>					
Totals		37.50		\$6,224.00	
Total Labor				\$6,224.00	\$6,224.00
Total this task					\$6,224.00

Task: 07 - Final Assessment Levies and Prop 218 Mailing

Professional Personnel

		Hours	Rate	Amount	
Digital Communications Specialist					
227SW Wood, Sheradyn	3/25/2024	2.00	97.00	\$194.00	
<i>Prop 210 mailing coordination</i>					
227SW Wood, Sheradyn	3/26/2024	2.00	97.00	\$194.00	
<i>Prop 210 mailing coordination</i>					
Totals		4.00		\$388.00	
Total Labor				\$388.00	\$388.00
Total this task					\$388.00
				Total This Invoice	\$17,526.00

Invoice

DAVIDS ENGINEERING, INC.
Tax ID#68-0346173
1772 Picasso Avenue, Suite A
Davis, CA 95618-0550
530/757-6107 - phone
530/757-6118 - fax

April 09, 2024
 Invoice No: 1139.12 - 6150

Eddy Teasdale
 Luhdorff & Scalmanini Consulting Engineers
 500 First Street
 Woodland, CA 95695

Project 1139.12 LSCE - On-Call Support

Professional Services from October 01, 2023 to March 31, 2024

Task 01.00 2023 On-Call Support
 Sub-Task 01.00 Colusa Groundwater Authority Funding Support (LSCE Project #22-120)
 LSCE Project #22-120

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer II				
Winslow, Jacob	3.50	139.00	486.50	
Senior Project Assistant				
Davids, Kristi	.50	118.00	59.00	
Associate Project Assistant				
Clark, Cynthia	1.00	106.00	106.00	
Totals	5.00		651.50	
Total Labor				651.50
				Total this Sub-Task \$651.50

Contract Amount	Current	Prior	To-Date	
Total Billings	651.50	27,950.50	28,602.00	
Contract Amount			40,000.00	
Remaining			11,398.00	
				Total this Task \$651.50

Billings to Date

	Current	Prior	Total	
Labor	651.50	27,950.50	28,602.00	
Totals	651.50	27,950.50	28,602.00	
				Total this Invoice \$651.50

Billings to Date

	Current	Prior	Total
Labor	651.50	27,950.50	28,602.00
Totals	651.50	27,950.50	28,602.00

I certify that the above invoice is true and correct to the best of my knowledge.

Project	1139.12	LSCE - On-Call Support	Invoice	6150
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Authorized By:  Date: 04/09/2024

Billing Backup

Tuesday, April 9, 2024

Davids Engineering, Inc.

Invoice 6150 Dated 4/9/2024

12:46:34 PM

Project	1139.12	LSCE - On-Call Support
Task	01.00	2023 On-Call Support
Sub-Task	01.00	Colusa Groundwater Authority Funding Support (LSCE Project #22-120)

Professional Personnel

		Hours	Rate	Amount	
Assistant Engineer II					
Winslow, Jacob	3/13/2024	3.00	139.00	417.00	
Pulling together data on 2018 SW and GW use in Colusa Subbasin.					
Winslow, Jacob	3/14/2024	.50	139.00	69.50	
Sending data on 2018 SW and GW use.					
Senior Project Assistant					
Davids, Kristi	11/7/2023	.25	118.00	29.50	
project support, accounting					
Davids, Kristi	11/20/2023	.25	118.00	29.50	
project support, accounting					
Associate Project Assistant					
Clark, Cynthia	10/4/2023	.25	106.00	26.50	
Project Support, Accounting					
Clark, Cynthia	10/13/2023	.25	106.00	26.50	
Project Support, Accounting					
Clark, Cynthia	10/16/2023	.25	106.00	26.50	
Project Support, Accounting					
Clark, Cynthia	12/18/2023	.25	106.00	26.50	
Project Support, Accounting					
Totals		5.00		651.50	
Total Labor					651.50
				Total this Sub-Task	\$651.50
				Total this Task	\$651.50
				Total this Project	\$651.50
				Total this Report	\$651.50



PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
4/30/2024	16739

Bill To:
Colusa Groundwater Authority

P.O. No.	Due Date	Inv Sent
	5/30/2024	5/14/2024

Date	Description	Amount
4/30/2024	Contract Services for April - please see attached Billed \$9,733 out of monthly \$15,000 Balance billed to date is \$110,376 against an NTE of \$175,000	9,732.79

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total \$9,732.79
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Colusa Groundwater Authority

Month: **April, 2024**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	15.50	\$ 157.05	31.50	\$ 157.05	\$ 7,381.35
GS	3.00	\$ 146.58	2.50	\$ 146.58	\$ 806.19
HT	2.80	\$ 109.94	9.70	\$ 109.94	\$ 1,374.25
DC	0.00	\$ -	1.50	\$ 114.00	\$ 171.00
RM	0.00	\$ -	0.00	\$ -	\$ -
CD	0.00	\$ -	0.00	\$ -	\$ -
Totals	21.30		45.20		\$ 9,732.79



Client Activity Report

April 2024

Client	Task	Comment	Hours
Colusa Groundwater Authority			Client Hours 66.50
			Task Hours 66.50
	4/2/2024	Researching Form 700 requirements, CGA's Conflict of Interest Code, communicating with FPPC staff, Board members, and CGA staff regarding Form 700 deadline.	2.30
	4/2/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
	4/2/2024	Send LTF meeting notice; distribute link to review GSP revisions; clarify Form 700 reporting requirements w/staff, FPPC, counsel;	1.50
	4/3/2024	Prepare and distribute agenda for Long Term Funding committee; call w/MBK; call and provide info to interested party	1.50
	4/3/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	4/4/2024	Attend LTF committee and follow up w/attorney and others	1.00
	4/5/2024	Respond to inquiries re meeting schedule; review and respond to various emails	1.00
	4/9/2024	Coordinate special meeting and review/comment on agenda; work on March spec mtg minutes; review invoices	2.00
	4/10/2024	Finalize meeting location and special meeting agenda; post and distribute	1.50
	4/11/2024	CGA: Financial WIP	1.00
	4/11/2024	Attend Annual Rept/GSP revisions coordination meeting; review final docs for Joint Special Board meeting	2.00
	4/12/2024	Prepare for and attend Special Joint Board Mtg; follow up call w/DE and LH; various emails	3.50
	4/13/2024	CGA: Financial WIP	2.00
	4/15/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	4/15/2024	Attend Butte Mgrs Meeting; review special meeting/hearing agenda; provide info to DE for GSP package; various emails	1.50
	4/16/2024	Work on docs for special board meeting; info to DE for GSP revisions; post docs on website; resolve technical issues; follow up w/County re CGA updates	2.00
	4/17/2024	Drafting the March Board meeting minutes.	2.90
	4/17/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
	4/17/2024	Post and distribute special meeting agenda and packet; website maintenance; follow up re MOU execution; call w/MBK re water rights permit; review info on Bennet well bill	2.50
	4/18/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.20
	4/19/2024	Prepare for and attend special board meeting; send email letter to Water Board re temp water rights permit application; begin preparation of agenda and coordinate agenda items; review financials; coordinate committee meeting with staff	3.00
	4/19/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
	4/19/2024	Working on scheduling Budget Committee meeting.	0.30
	4/19/2024	Call with FPPC staff to discuss Form 700s and FPPC portal.	0.20
	4/20/2024	Finalize board agenda, post and distribute; prepare, finalize and post board meeting materials	5.00
	4/22/2024	Respond to B King info requests; follow up w/directors re fee study info; review and approve final GSP submission; follow up with internal staff re contract status;	2.50
	4/23/2024	Preparing for 4/23 Board meeting.	0.50
	4/23/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	4/23/2024	Clerking the 4/23 CGA Board meeting.	1.90



Client Activity Report

April 2024

Client	Task	Comment	Hours
		4/23/2024 Travel to and from Colusa from Oak Hills; prepare for, set up, attend and clean up board meeting; status call w/Denise C	12.00
		4/24/2024 Call w/atty re Prop 218 fee schedule; various emails and board meeting follow up	1.00
		4/24/2024 Pick up checks at Atlas, get checks signed and mailed.	1.00
		4/25/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		4/25/2024 Call w/atty re Prop 218 process; various emails	0.50
		4/26/2024 CGA: SCO Reports	0.50
		4/26/2024 Follow up with HT re board representation; call w/atty re new fee structure; pass on GSP submission acknowledgement; review and respond to emails	1.50
		4/26/2024 Call with Carol Thomas-Keefer to discuss Board Chair changes.	0.30
		4/26/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
		4/26/2024 Making updates to the public distribution list.	0.10
		4/28/2024 CGA: SCO Reports	1.00
		4/29/2024 Review schedules and coordinate BOS presentation; review and respond to various emails	0.50
		4/29/2024 CGA: SCO Reports	1.00
		4/30/2024 Drafting April Board meeting minutes.	2.20
		4/30/2024 Coord re BOS presentation; follow up with consultant re fee study; follow up w/atty re legal issues; review and respond to various emails	1.00
		4/30/2024 Talk with County Board of Supervisors office to schedule presentation to the the Board of Supervisors.	0.50



Water Ecology LLC
*Expertise in Water
 Management, Land Uses,
 and Ecological Systems*

Water Ecology LLC
 4202 Magness Ct
 Chico, CA 95973
 530.588.3450

BILL TO:
 Colusa Groundwater Authority
 PO Box 475
 Colusa, CA 95932

Invoice Date: 3/7/2024
 Invoice No.: 1

INVOICE

Monthly Billing Period: February

SUMMARY OF CHARGES

ITEM	DESCRIPTION	TOTAL
1	Professional Services per Agreement Paragraph 8(a)(1).	\$9,000
Subtotal =		\$9,000
Past Due		
Balance Due on Receipt		\$9,000

Signed Thaddeus Bettner
 Thaddeus Bettner, Principal

Mail Checks To:
 Water Ecology LLC
 4202 Magness Ct
 Chico CA 95073

Electronic Payments:
 Water Ecology LLC
 Tri Counties Bank
 Routing #121135045; Account #092138045

SUMMARY OF ACTIVITIES

- Discussions with Chairman Williams and Davids Engineering on actions/strategies to respond to DWR non-compliance letter
- Participated in Joint TAC Committee
- Meetings with Paul Gosselin to discuss GSP revisions
- Reviewed draft annual report
- Reviewed winter water right and discussed with Darren Cordova at MBK
- Emails and calls with Ben King to address his concerns on the winter water right and potential permit conditions to resolve his protest



Invoice

May 14, 2024

COLUSA GROUNDWATER AUTHORITY
Attn: Carol Thomas-Keefer
1213 Market Street
Colusa, CA 95932

Invoice No: 41365

Project: 221120 CGA - GSP FUNDING SUPPORT
cthomaskeefer@rgs.ca.gov

Professional services rendered through April 28, 2024

Task: 02 Assessment and Parcel Information

Professional Personnel

	Hours	Rate	Amount	
Staff Hydrogeologist	23.75	150.00	\$3,562.50	
Total Professional Labor	23.75		\$3,562.50	\$3,562.50

Total This Task \$3,562.50

Task: 04 Fee Report

Professional Personnel

	Hours	Rate	Amount	
Supervising Water Resources Planner	22.50	215.00	\$4,837.50	
Total Professional Labor	22.50		\$4,837.50	\$4,837.50

Total This Task \$4,837.50

Total This Invoice \$8,400.00

Outstanding Invoices

Number	Date	Balance
40951	2/21/2024	\$4,300.00
41063	3/14/2024	\$5,581.25
41224	4/19/2024	\$17,526.00

Total	\$27,407.25
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Total Now Due	\$35,807.25
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Billing Summary

	<u>Contract</u>	<u>Previously Billed</u>	<u>Current Billing</u>	<u>Billed To Date</u>	<u>Remaining</u>
Labor & Expenses	\$95,786.00	\$87,370.00	\$8,400.00	\$95,770.00	\$16.00

Billing Backup

Tuesday, May 14, 2024

Luhdorff & Scalmanini, Cons. Eng.

Invoice Dated May 14, 2024

4:45:25 PM

221120 CGA - GSP FUNDING SUPPORT

Invoice No: 41365

Task: 02 - Assessment and Parcel Information

Professional Personnel

			Hours	Rate	Amount	
Staff Hydrogeologist						
232AR Rodriguez-Arriaga, Angelica	4/1/2024		2.00	150.00	\$300.00	
<i>CGA Parcel Acreage Analysis</i>						
232AR Rodriguez-Arriaga, Angelica	4/2/2024		4.50	150.00	\$675.00	
<i>CGA Parcel Acreage Analysis</i>						
232AR Rodriguez-Arriaga, Angelica	4/3/2024		3.00	150.00	\$450.00	
<i>CGA Parcel Acreage Analysis and Map</i>						
232AR Rodriguez-Arriaga, Angelica	4/4/2024		3.50	150.00	\$525.00	
<i>CGA Parcel Acreage Analysis and Map</i>						
232AR Rodriguez-Arriaga, Angelica	4/9/2024		1.00	150.00	\$150.00	
<i>Parcel edits</i>						
232AR Rodriguez-Arriaga, Angelica	4/10/2024		2.00	150.00	\$300.00	
<i>Parcel Edits</i>						
232AR Rodriguez-Arriaga, Angelica	4/11/2024		2.00	150.00	\$300.00	
<i>Parcel edits</i>						
232AR Rodriguez-Arriaga, Angelica	4/12/2024		2.50	150.00	\$375.00	
<i>Parcel edits</i>						
232AR Rodriguez-Arriaga, Angelica	4/15/2024		3.00	150.00	\$450.00	
<i>Parcel Edits</i>						
232AR Rodriguez-Arriaga, Angelica	4/16/2024		.25	150.00	\$37.50	
<i>Parcel Edits</i>						
Totals			23.75		\$3,562.50	
Total Labor					\$3,562.50	\$3,562.50
Total this task						\$3,562.50

Task: 04 - Fee Report

Professional Personnel

			Hours	Rate	Amount
Supervising Water Resources Planner					
236JD DeBra, Jacques	4/3/2024		3.00	215.00	\$645.00
<i>Fee Report</i>					
236JD DeBra, Jacques	4/4/2024		4.00	215.00	\$860.00
<i>Fee Report</i>					
236JD DeBra, Jacques	4/5/2024		3.00	215.00	\$645.00
<i>Fee Report</i>					
236JD DeBra, Jacques	4/8/2024		2.00	215.00	\$430.00
<i>Fee Report</i>					



236JD DeBra, Jacques <i>Fee Rpt</i>	4/9/2024	2.50	215.00	\$537.50	
236JD DeBra, Jacques <i>Fee Report</i>	4/15/2024	4.00	215.00	\$860.00	
236JD DeBra, Jacques <i>CGA Fee Report - Board Mtg</i>	4/23/2024	4.00	215.00	\$860.00	
Totals		22.50		\$4,837.50	
Total Labor				\$4,837.50	\$4,837.50
Total this task					\$4,837.50
			Total This Invoice		\$8,400.00



Water Ecology LLC
*Expertise in Water
 Management, Land Uses,
 and Ecological Systems*

Water Ecology LLC
 4202 Magness Ct
 Chico, CA 95973
 530.588.3450

BILL TO:
 Colusa Groundwater Authority
 PO Box 475
 Colusa, CA 95932

Invoice Date: 5/14/2024
 Invoice No.: 3

INVOICE

Monthly Billing Period: April

SUMMARY OF CHARGES

ITEM	DESCRIPTION	TOTAL
1	Professional Services per Agreement Paragraph 8(a)(1).	\$9,000
Subtotal =		\$9,000
Past Due		
Balance Due on Receipt		\$9,000

Signed Thaddeus Bettner
 Thaddeus Bettner, Principal

Mail Checks To:
 Water Ecology LLC
 4202 Magness Ct
 Chico CA 95073

Electronic Payments:
 Water Ecology LLC
 Tri Counties Bank
 Routing #121135045; Account #092138045

SUMMARY OF ACTIVITIES

- Prepared draft email responses and draft letter to Ben King regarding diversion protest with SWRCB, shared with Chair. Need to send letter.
- Participated in Joint GSA Board Meetings
- Assisted Davids Engineering on draft letter and agreements with DWR on GSP letter and implementation plan
- Attended joint GGA-CGA Board meetings
- Reviewed draft legislation AB2079
- Attended adhoc long term funding committee meeting
- Obtained shapefiles for Jacques Debra/L&S to update Settlement Contract service area to better define surface/groundwater parcels
- Participated in monthly CGA Board meeting
- Started to develop implementation plan outline, tasks, and revised budget based on letter to DWR



Invoice

March 14, 2024

COLUSA GROUNDWATER AUTHORITY
Attn: Carol Thomas-Keefer
1213 Market Street
Colusa, CA 95932

Invoice No: 41063

Project: 221120 CGA - GSP FUNDING SUPPORT
cthomaskeefer@rgs.ca.gov

Professional services rendered through February 25, 2024

Task: 02 Assessment and Parcel Information

Professional Personnel

	Hours	Rate	Amount	
Staff Hydrogeologist	14.00	150.00	\$2,100.00	
Supervising Water Resources Planner	6.50	215.00	\$1,397.50	
Total Professional Labor	20.50		\$3,497.50	\$3,497.50

Total This Task \$3,497.50

Task: 06 Public Outreach

Professional Personnel

	Hours	Rate	Amount	
Supervising Water Resources Planner	8.00	215.00	\$1,720.00	
Digital Communications Specialist	3.75	97.00	\$363.75	
Total Professional Labor	11.75		\$2,083.75	\$2,083.75

Total This Task \$2,083.75

Total This Invoice \$5,581.25

Outstanding Invoices

Number	Date	Balance
40951	2/21/2024	\$4,300.00
Total		\$4,300.00

Total Now Due \$9,881.25

Billing Summary

	<u>Contract</u>	<u>Previously Billed</u>	<u>Current Billing</u>	<u>Billed To Date</u>	<u>Remaining</u>
Labor & Expenses	\$95,786.00	\$64,262.75	\$5,581.25	\$69,844.00	\$25,942.00

Billing Backup

Thursday, March 14, 2024

Luhdorff & Scalmanini, Cons. Eng.

Invoice Dated March 14, 2024

4:41:44 PM

221120 CGA - GSP FUNDING SUPPORT

Invoice No: 41063

Task: 02 - Assessment and Parcel Information

Professional Personnel

			Hours	Rate	Amount	
Staff Hydrogeologist						
232AR Rodriguez-Arriaga, Angelica	1/30/2024	2.00	150.00	\$300.00		
<i>Coordinate with client on parcels/ boundaries</i>						
232AR Rodriguez-Arriaga, Angelica	2/1/2024	2.50	150.00	\$375.00		
<i>Fee coordination and acreage edits</i>						
232AR Rodriguez-Arriaga, Angelica	2/9/2024	2.00	150.00	\$300.00		
<i>checking acreage discrepancy</i>						
232AR Rodriguez-Arriaga, Angelica	2/12/2024	1.00	150.00	\$150.00		
<i>Check acreage</i>						
232AR Rodriguez-Arriaga, Angelica	2/13/2024	.50	150.00	\$75.00		
<i>Coordination with assessor</i>						
232AR Rodriguez-Arriaga, Angelica	2/14/2024	.50	150.00	\$75.00		
<i>coordination with assessor</i>						
232AR Rodriguez-Arriaga, Angelica	2/15/2024	.50	150.00	\$75.00		
<i>coordination with assessor</i>						
232AR Rodriguez-Arriaga, Angelica	2/20/2024	2.00	150.00	\$300.00		
<i>CGA public meeting and parcel coordination</i>						
232AR Rodriguez-Arriaga, Angelica	2/22/2024	2.00	150.00	\$300.00		
<i>CGA public meeting and parcel coordination</i>						
232AR Rodriguez-Arriaga, Angelica	2/23/2024	1.00	150.00	\$150.00		
<i>CGA public meeting and parcel coordination</i>						
Supervising Water Resources Planner						
236JD DeBra, Jacques	2/12/2024	1.00	215.00	\$215.00		
<i>Update assessor data</i>						
236JD DeBra, Jacques	2/14/2024	1.00	215.00	\$215.00		
<i>Public Mtg outreach</i>						
236JD DeBra, Jacques	2/15/2024	1.00	215.00	\$215.00		
<i>Public Outreach</i>						
236JD DeBra, Jacques	2/16/2024	1.50	215.00	\$322.50		
<i>CGA outreach</i>						
236JD DeBra, Jacques	2/20/2024	2.00	215.00	\$430.00		
<i>Parcel assessor updates</i>						
Totals			20.50		\$3,497.50	
Total Labor					\$3,497.50	
Total this task						\$3,497.50



Task: 06 - Public Outreach

Professional Personnel

			Hours	Rate	Amount	
Digital Communications Specialist						
238LW Williams, Lorrie Jo	2/22/2024		2.25	97.00	\$218.25	
<i>Poster Formatting</i>						
238LW Williams, Lorrie Jo	2/23/2024		1.50	97.00	\$145.50	
<i>Poster Formatting</i>						
Supervising Water Resources Planner						
236JD DeBra, Jacques	2/2/2024		4.00	215.00	\$860.00	
<i>Public Workshop Updates</i>						
236JD DeBra, Jacques	2/9/2024		2.00	215.00	\$430.00	
<i>Proj Mtg - User Class data</i>						
236JD DeBra, Jacques	2/20/2024		2.00	215.00	\$430.00	
<i>Public Workshop h/o</i>						
		Totals	11.75		\$2,083.75	
		Total Labor			\$2,083.75	\$2,083.75
		Total this task				\$2,083.75
				Total This Invoice		\$5,581.25



Invoice

February 21, 2024

COLUSA GROUNDWATER AUTHORITY
Attn: Carol Thomas-Keefer
1213 Market Street
Colusa, CA 95932

Invoice No: 40951

Project: 221120 CGA - GSP FUNDING SUPPORT
cthomaskeefer@rgs.ca.gov

Professional services rendered through January 28, 2024

Task: 06 Public Outreach

Professional Personnel

	Hours	Rate	Amount	
Supervising Water Resources Planner	20.00	215.00	\$4,300.00	
Total Professional Labor	20.00		\$4,300.00	\$4,300.00

Total This Task \$4,300.00

Total This Invoice \$4,300.00

Billing Summary

	<u>Contract</u>	<u>Previously Billed</u>	<u>Current Billing</u>	<u>Billed To Date</u>	<u>Remaining</u>
Labor & Expenses	\$95,786.00	\$59,962.75	\$4,300.00	\$64,262.75	\$31,523.25

Billing Backup

Wednesday, February 21, 2024

Luhdorff & Scalmanini, Cons. Eng. Invoice Dated February 21, 2024

4:16:46 PM

221120 CGA - GSP FUNDING SUPPORT

Invoice No: 40951

Task: 06 - Public Outreach

Professional Personnel

		Hours	Rate	Amount	
Supervising Water Resources Planner					
236JD DeBra, Jacques	1/5/2024	2.00	215.00	\$430.00	
<i>Public Outreach review</i>					
236JD DeBra, Jacques	1/8/2024	2.00	215.00	\$430.00	
<i>Public Workshop meeting draft pres</i>					
236JD DeBra, Jacques	1/9/2024	4.00	215.00	\$860.00	
<i>Public Workshop Mtg and followup</i>					
236JD DeBra, Jacques	1/11/2024	1.00	215.00	\$215.00	
<i>Pres updates</i>					
236JD DeBra, Jacques	1/15/2024	1.00	215.00	\$215.00	
<i>Board Pres updates</i>					
236JD DeBra, Jacques	1/16/2024	4.00	215.00	\$860.00	
<i>Board Mtg item updates</i>					
236JD DeBra, Jacques	1/17/2024	1.00	215.00	\$215.00	
<i>Board Item updates</i>					
236JD DeBra, Jacques	1/23/2024	4.00	215.00	\$860.00	
<i>CGA Board Mtg</i>					
236JD DeBra, Jacques	1/26/2024	1.00	215.00	\$215.00	
<i>Public Outreach</i>					
Totals		20.00		\$4,300.00	
Total Labor				\$4,300.00	\$4,300.00
Total this task					\$4,300.00
				Total This Invoice	\$4,300.00



319 6th Street, PO Box 590
Marysville, CA 95901
Phone: 530.742.8201
Fax: 530.741.3509

Colusa Ground Water Authority
PO Box 475
Colusa, CA 95932

Date: 5/8/2024
Invoice Number: 390 -820
Client ID: 39000008

Date **Activity**

04/10/2024 Prepare
reconcile accounts 7346, 4884 and 9527 for the period ending March. print client reports to paper, pdf and excel.

04/18/2024 Prepare
enter invoices into QB's and onto claims summary spreadsheet. email march reports to client.

04/18/2024 Review
review

04/24/2024 Prepare
generate check payments in QB's. write checks per QB's. copy and save written checks in client file.

Total: \$233.50

Invoice Total: \$233.50

Make checks payable to ATLAS CPAs & Advisors. For your convenience, pay online: www.atlasfirms.com/paymyinvoice
Please note: ACH, Debit Card, or Prepaid card payments are not subject to a surcharge. **Credit card payments are subject to a surcharge of 3%, which is never more than our merchant fee.** If you wish to remit payment using the form below, please return the payment slip to ATLAS via our secure online portal to ensure the safety of your personal information. Thank you!

Cut Here

Client ID: 39000008
Client Name: Colusa Ground Water Authority

Invoice Number: 390 -820
Total Amount Due: \$290.50
Amount Enclosed: \$

Card Type (Select one):	Visa	Mastercard	Discover	AmEx	Debit	Other
Cardholder Name (As shown on card):						
Company Name (If for business):						
Card Number:						
CVV (3 digits on back, or 4 digits on front of AmEx):				Expiration Date (MM/YY):		
Billing Address (Street, City, State, Zip):						
Email Address:				Phone Number:		

Invoices are due upon receipt. Balances over 30-days may be subject to a service charge of 1.5% per month.

Client ID: 39000008

Page: 2

Thank you for your business. Referrals are appreciated.



319 6th Street, PO Box 590
 Marysville, CA 95901
 Phone: 530.742.8201
 Fax: 530.741.3509

Colusa Ground Water Authority
 PO Box 475
 Colusa, CA 95932

Date: 4/24/2024
 Invoice Number: 390 -698
 Client ID: 39000008

Date Activity

03/13/2024 Prepare
 Reconcile accounts 4884 and 9527 for the month of February. print client monthly reports to paper, pdf and excel. enter two bills received into QB's and onto claims summary form. print.

03/18/2024 Review
 review books and recons

03/19/2024 Prepare
 enter one new bill onto claim summary and save. email copy of February reports to client.

03/25/2024 Prepare
 enter one bill from warrants received from client and pay bills in QB's. write checks, scan and save written checks in client file; and prepare for client pick up. email client when ready.

Total: \$193.00

Make checks payable to ATLAS CPAs & Advisors. For your convenience, pay online: www.atlasfirms.com/paymyinvoice
 Please note: ACH, Debit Card, or Prepaid card payments are not subject to a surcharge. **Credit card payments are subject to a surcharge of 3%, which is never more than our merchant fee.** If you wish to remit payment using the form below, please return the payment slip to ATLAS via our secure online portal to ensure the safety of your personal information. Thank you!

----- Cut Here -----

Client ID: 39000008
 Client Name: Colusa Ground Water Authority

Invoice Number: 390 -698
 Total Amount Due: \$402.00
 Amount Enclosed: \$

Card Type (Select one):	Visa	Mastercard	Discover	AmEx	Debit	Other
Cardholder Name (As shown on card):						
Company Name (If for business):						
Card Number:						
CVV (3 digits on back, or 4 digits on front of AmEx):				Expiration Date (MM/YY):		
Billing Address (Street, City, State, Zip):						
Email Address:				Phone Number:		

Invoices are due upon receipt. Balances over 30-days may be subject to a service charge of 1.5% per month.

Client ID: 39000008
Page: 2

Invoice Total: \$193.00

Thank you for your business. Referrals are appreciated.



PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
4/30/2024	16857

Bill To:

Colusa Groundwater Authority

P.O. No.	Due Date	Inv Sent
	6/15/2024	5/29/2024

Date	Description	Amount
4/30/2024	Reimbursable Expenses for Buraglio - please see attached	128.00

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total	\$128.00
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MESSENGER PUBLISHING GROUP

Legal Advertising Department
7144 Fair Oaks Blvd., #5
Carmichael, CA 95608-6464

Invoice

DATE	INVOICE #
3/28/2024	25965

BILL TO
Colusa Groundwater Authority Carol Keefer PO Box 475 Colusa, CA 95932

ITEM	DESCRIPTION	QTY	TERMS	REP
			Due on receipt	PS
			RATE	AMOUNT
Notice of Public Hearing	Notice of Public Hearing published in the Colusa County Pioneer week of 4/5, 4/12 Adoption of the Amended Colusa Subbasin	16	8.00	128.00

Thank you for your business.	Total	\$128.00
We thank you for your business.	Payments/Credits	\$0.00
	Balance Due	\$128.00



PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
3/31/2024	16710

Bill To:
Colusa Groundwater Authority

P.O. No.	Due Date	Inv Sent
	5/15/2024	4/23/2024

Date	Description	Amount
3/31/2024	Reimbursable Expenses for Carter - please see attached	171.87

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total	\$171.87
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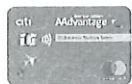
CitiBusiness®/AAdvantage® Platinum Select® World Elite Mastercard® - 5409

Transaction Details

Date	Description	Amount
Jan 25, 2024	WEB*BLUEHOST.COM 8884014678 UT	\$35.99

Additional Details

Purchased On	Jan 25, 2024
Posted On	Jan 25, 2024
Cardmember Name	Denise J Carter
Spend Category	Direct Marketing - Continuity Subscription
Merchant Country	United States

**CitiBusiness®/AAdvantage® Platinum Select® World Elite Mastercard® - 5409**

Transaction Details

Date	Description	Amount
Jan 25, 2024	WEB*BLUEHOST.COM 8884014678 UT	\$95.88

Additional Details

Purchased On Jan 25, 2024

Posted On Jan 25, 2024

Cardmember Name Denise J Carter

Spend Category Direct Marketing - Continuity Subscription

Merchant Country United States

Pay off this purchase in fixed monthly payments with Citi® Flex [Get started](#)
Pay.

NOTES

RECEIPT

DATE 2-27-2024 NO. 309892

RECEIVED FROM WATER AUTHORITY

ADDRESS 108 E MAIN ST

FORTY & NO/100 \$ 40⁰⁰/₁₀₀

FOR VFW HALL RENTAL

2-27-2024 @ 5:00 PM

ACCOUNT		HOW PAID	
AMT. OF ACCOUNT		CASH	40 ⁰⁰
AMT. PAID		CHECK	
BALANCE DUE		MONEY ORDER	

BY Red Tanno

©2001 REDIFORM® 8L802

Invoice

DAVIDS ENGINEERING, INC.
 Tax ID#68-0346173
 1772 Picasso Avenue, Suite A
 Davis, CA 95618-0550
 530/757-6107 - phone
 530/757-6118 - fax



June 11, 2024
 Invoice No: 1173.03 - 6274
Total This Invoice \$1,913.50

Carol Thomas-Keefer
 Colusa Groundwater Authority
 P.O. Box 475
 Colusa, CA 95932

Project 1173.03 Colusa Groundwater Authority - Colusa Subbasin Groundwater Sustainability Plan Annual Reports

Professional Services from April 01, 2024 to May 31, 2024

Task	02.00	WY 2023 GSP Annual Report
Sub-Task	DE.00	Dauids Engineering, Inc.

Professional Personnel

	Hours	Rate	Amount	
Assistant Engineer II				
Winslow, Jacob	.25	139.00	34.75	
Senior Project Assistant				
Davids, Kristi	1.00	120.00	120.00	
Supervising Engineer				
Davids, Jeff	.75	228.00	171.00	
Associate Engineer II				
Ertis, Brandon	.25	199.00	49.75	
Associate Engineer I				
Klug, Katherine	7.75	188.00	1,457.00	
Associate Project Assistant				
Clark, Cynthia	.75	108.00	81.00	
Totals	10.75		1,913.50	
Total Labor				1,913.50

Contract Amount	Current	Prior	To-Date	
Total Billings	1,913.50	22,767.25	24,680.75	
Contract Amount			27,900.00	
Remaining			3,219.25	
			Total this Sub-Task	\$1,913.50

Billings to Date

	Current	Prior	Total	
Labor	1,913.50	22,767.25	24,680.75	
Totals	1,913.50	22,767.25	24,680.75	
			Total this Task	\$1,913.50

Billings to Date

	Current	Prior	Total
Labor	1,913.50	22,767.25	24,680.75

Project	1173.03	CGA - Colusa Sub. GSP Annual Reports		Invoice	6274
Consultant		0.00	12,024.50		12,024.50
Totals		1,913.50	34,791.75		36,705.25
				Total this Invoice	<u>\$1,913.50</u>

Billings to Date

	Current	Prior	Total
Labor	1,913.50	65,909.75	67,823.25
Consultant	0.00	30,618.75	30,618.75
Totals	1,913.50	96,528.50	98,442.00

I certify that the above invoice is true and correct to the best of my knowledge.

Authorized By:  Date: 06/11/2024

Billing Backup

Tuesday, June 11, 2024

Davids Engineering, Inc.

Invoice 6274 Dated 6/11/2024

10:02:09 PM

Project	1173.03	Colusa Groundwater Authority - Colusa Subbasin Groundwater Sustainability Plan Annual Reports		
Task	02.00	WY 2023 GSP Annual Report		
Sub-Task	DE.00	Davids Engineering, Inc.		

Professional Personnel

		Hours	Rate	Amount
Assistant Engineer II				
Winslow, Jacob	4/16/2024	.25	139.00	34.75
AR closeout meeting.				
Senior Project Assistant				
Davids, Kristi	4/2/2024	.50	120.00	60.00
project support, accounting				
Davids, Kristi	4/15/2024	.50	120.00	60.00
Document printing for revised report				
Supervising Engineer				
Davids, Jeff	4/16/2024	.25	228.00	57.00
Annual report working session with B. Ertis, K. Klug, and J. Winslow.				
Davids, Jeff	5/13/2024	.50	228.00	114.00
Working with K. Klug on WY 2023 update.				
Associate Engineer II				
Ertis, Brandon	4/16/2024	.25	199.00	49.75
Internal Coordination and Closeout Meeting				
Associate Engineer I				
Klug, Katherine	4/16/2024	.25	188.00	47.00
Annual Report closeout coordinating with DE staff to prepare for WY2024 report				
Klug, Katherine	5/13/2024	1.50	188.00	282.00
coordination on webinar and educational flyer with GSA staff and DE staff; migrating and updating RMS well info in the SGMA Portal MNM with DWR staff				
Klug, Katherine	5/28/2024	.75	188.00	141.00
Colusa annual report webinar coordination, drafting content for outreach flyer				
Klug, Katherine	5/29/2024	2.75	188.00	517.00
Colusa annual report webinar coordination, drafting content for outreach flyer (maps, summaries)				
Klug, Katherine	5/30/2024	2.50	188.00	470.00
Colusa annual report webinar coordination, drafting content for outreach flyer (maps, summaries)				
Associate Project Assistant				
Clark, Cynthia	4/8/2024	.25	108.00	27.00
Project Support, Accounting				
Clark, Cynthia	4/9/2024	.25	108.00	27.00
Project Support, Accounting				
Clark, Cynthia	4/30/2024	.25	108.00	27.00
Project Support, Accounting				
Totals		10.75		1,913.50
Total Labor				1,913.50

Project	1173.03	CGA - Colusa Sub. GSP Annual Reports	Invoice	6274
			Total this Sub-Task	\$1,913.50
			Total this Task	\$1,913.50
			Total this Project	\$1,913.50
			Total this Report	\$1,913.50



PO Box 1350
Carmel Valley, CA 93924

Invoice

Date	Invoice #
5/31/2024	16881

Bill To:
Colusa Groundwater Authority

P.O. No.	Due Date	Inv Sent
	6/30/2024	6/13/2024

Date	Description	Amount
5/31/2024	Contract Services for May - please see attached Billed \$6,491 out of monthly \$15,000 Balance billed to date is \$116,867 against an NTE of \$175,000	6,490.82

Electronic Payment Information: Five Star Bank Routing: 121143037 Account: 003528782	Total \$6,490.82
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Colusa Groundwater Authority

Month: **May, 2024**

Hours and Rates by Pay Period					
	1st -15th		16th - EOM		Monthly
Advisor	Reg Hrs	Bill Rate	Reg Hrs	Bill Rate	Total Billed
CT	14.00	\$ 157.05	13.00	\$ 157.05	\$ 4,240.35
GS	3.00	\$ 146.58	1.00	\$ 146.58	\$ 586.32
HT	12.90	\$ 109.94	1.20	\$ 109.94	\$ 1,550.15
DC	1.00	\$ 114.00	0.00	\$ -	\$ 114.00
RM	0.00	\$ -	0.00	\$ -	\$ -
CD	0.00	\$ -	0.00	\$ -	\$ -
Totals	30.90		15.20		\$ 6,490.82



Client Activity Report

May 2024

Client	Task	Comment	Hours
Colusa Groundwater Authority			Client Hours 46.10
			Task Hours 46.10
	5/1/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.20
	5/1/2024	Call with Gina Schuchard to discuss transferring Zoom license.	0.10
	5/1/2024	Follow up w/counsel and LSCE re Prop 218 direction; various emails and follow up	1.00
	5/2/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	5/2/2024	Follow up re request for GSP comments; meet w/Jim W and Thad B re various CGA matters; review and respond to emails	2.00
	5/3/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
	5/3/2024	Attend GGA board meeting; follow up on tax payment; meeting coordination; various emails	1.50
	5/6/2024	Meet w/counsel and LSCE re Prop 218 fee; meeting coordination; review docs from LSCE; various emails	2.00
	5/7/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
	5/8/2024	Reach out to board members re leadership interest; review considerations w/RGS team re CGA use of Zoom meetings; various emails	1.00
	5/8/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.20
	5/8/2024	Maintaining and updating Form 700 filers in FPPC portal.	0.10
	5/8/2024	Email, check PO box, scan, email bank statements.	0.50
	5/9/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.50
	5/9/2024	Call w/DC; call w/counsel, J Wallace and T Bettner; review and respond to emails	2.00
	5/9/2024	Meeting with Tiffany Buraglio to troubleshoot zipped file issue.	0.60
	5/10/2024	Meeting coordination for LTF committee; send budget info to TB; annual report follow up with DE and others; review and respond to emails	1.50
	5/10/2024	Email, correspondence with County Board Clerk	0.50
	5/10/2024	Organizing files in the VPN and sending out minutes for signature.	4.00
	5/10/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
	5/12/2024	CGA: Financials WIP	2.00
	5/13/2024	Provide info to LTF committee members; provide info to T Bettner re fees; meeting coordination; various emails	1.00
	5/13/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.20
	5/14/2024	Review revised budget estimates for LTF meeting; review, approve and distribute various invoices; various emails	0.50
	5/14/2024	Organizing files in the VPN and sending out minutes for signature.	1.20
	5/14/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.30
	5/15/2024	Making updates to the Board contact and distribution list.	0.20
	5/15/2024	Filing documents in the VPN.	0.10
	5/15/2024	Prepare and distribute LTF committee agenda and coordinate info w/T Bettner; review fee study contract status and coordinate with LSCE: review info from Water Board; various emails	1.50
	5/15/2024	Organizing files in the VPN and sending out minutes for signature.	0.70
	5/15/2024	CGA: Financials WIP	1.00
	5/15/2024	Maintaining and updating Form 700 filers in FPPC portal and communicating with Board members and FPPC staff regarding Form 700s.	1.70
	5/15/2024	Drafting CGA April Board meeting minutes.	1.50
	5/15/2024	Communicating with RGS and CGA staff advisors via email and RingCentral.	0.50



Client Activity Report

May 2024

Client	Task	Comment	Hours
		5/16/2024 Attend LTF committee meeting; call w/Thad; follow up with LSCE; call w/K. Dunlap; various emails	2.00
		5/16/2024 CGA: Financials WIP	1.00
		5/17/2024 Call w/atty; call w/Jim W; respond to info inquiry; provide CGA info to Colusa County Events; various emails	2.00
		5/20/2024 Organizing files in VPN and sending out minutes for signature.	0.10
		5/20/2024 Meeting coordination; review budget revisions; follow up re annual report; various emails	1.00
		5/20/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		5/21/2024 Meet w/counsel, acting chair, staff; fee discussion and follow up; various emails	1.50
		5/22/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		5/22/2024 Follow up w/Thad B re budget, etc; meeting coord w/LH; tax roll fee follow up w/consultants; various emails	1.00
		5/23/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		5/23/2024 Making updates to Board contact list.	0.20
		5/23/2024 Follow up w/P&P re direct charge support; follow up w/accounting team re invoices; review and respond to various emails	2.00
		5/24/2024 Prepare, post and distribute meeting cancellation notice; respond to B King inquiries; various emails	1.00
		5/24/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.20
		5/28/2024 Follow up w/DE and Lisa H re annual report webinar, fact sheet; follow up w/LSCE re fee planning; various emails	1.50
		5/28/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		5/29/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		5/29/2024 Making updates to public distribution list.	0.10
		5/30/2024 Communicating with RGS and CGA staff advisors via email and RingCentral.	0.10
		5/30/2024 Research and respond to billing inquiry and coordinate with staff; various emails	1.00



Golden State Risk Management Authority
P.O. Box 706
Willows, CA 95988

INVOICE

Invoice #: INV-003292
Date: 06/04/2024
Due date: 07/01/2024

Bill to:
Colusa Groundwater Authority
1213 Market Street
Colusa, CA 95932

Description/Memo	Amount
Crime Bond	\$18.00
General Liability	\$1,767.00
Cyber Liability	\$15.00
GL Dividend	-\$35.00
Total amount	\$1,765.00
Total due	\$1,765.00

Payment must be made in full. To pay electronically, please contact the Accounting department.

For questions, please contact the Accounting department at 530-934-5633 or financedept@gsrma.org

Please make checks payable to: **Golden State Risk Management Authority**

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 5: Long-term Funding Fee Project Update and LSCE Contract Extension

Item 5a: Update and Recommendation from ad hoc Long Term Funding Committee on fee development and timing

Based on direction from the CGA Board, consultant Luhdorff & Scalmanini Consulting Engineers (LSCE) has been preparing a fee proposal to address CGA's long-term funding needs for agency administration, SGMA compliance costs, and costs to implement projects and management actions contained in the Groundwater Sustainability Plan (GSP). The proposed fee structure would allocate fees based on water user class (primarily surface water, primarily groundwater, or non-irrigable). Earlier this year, CGA held public outreach meetings in Colusa, Maxwell and Arbuckle to review CGA's projected funding needs, discuss proposals for fee structures, and receive public comment.

The 5-year operating budget for the new fee was prepared based on the original Groundwater Sustainability Plan for the Colusa Subbasin. However, the revised GSP, which was just submitted to DWR in April, incorporates new and revised projects and management actions to address key issues such as domestic well mitigation, demand management and subsidence. These activities must be initiated and implemented over the next several years, so operating budget estimates for the new fee structure will need to be updated to correspond with revised GSP commitments.

CGA's ad hoc Long-Term Funding Committee met on May 16, 2024, to review the proposed fee structure, discuss required updates to the budget projections, and determine if the fee implementation could be postponed. The committee determined that more time was needed to properly develop long-term budget estimates and re-evaluate how best to allocate those costs. Since the budget in the existing consultant contract is nearly exhausted, the committee also recommended that consultant LSCE prepare a proposed budget for board consideration to complete the fee study and implementation in FY 2024-25.

Item 5b: Recommendation to amend contract with Luhdorff & Scalmanini to complete fee study in FY 2024-25 (contract increase of \$36,725)

ACTION ITEM

At the request of the Committee, LSCE has prepared a contract amendment to continue providing support to CGA in the development and implementation of a new fee structure in FY 2024-25. The original contract anticipated that the new fee would be in place for FY 2023-24; however, in 2023, CGA determined that more time was needed to better develop an appropriate fee structure. LSCE had been working on the assumption that the fee would now be implemented for 2024-25 fiscal year and has followed through with its scope of work to develop and provide notice of the fee. Since much of the work associated with the fee has been completed, the Committee felt it would be most effective to increase the existing contract with LSCE to cover additional costs that will be incurred in FY 2024-25 to finalize and implement the new fee.

LSCE has provided a proposed contract amendment in the amount of \$36,750. The original contract, with a not-to-exceed amount of \$95,786, was approved at the end of 2022 and is now exhausted due to time extensions and CGA-directed changes in fee structure proposals. The contract amendment will allow LSCE to work with CGA to revise 5-year budget projections, support additional public outreach efforts, and finalize the fee proposal and supporting fee study/engineer's report.

RECOMMENDATION: That the CGA board approve the proposed amendment to its fee study contract with LSCE in an amount not to exceed \$36,725.

ATTACHMENT:

- Proposed amendment to fee study contract with LSCE

June 19, 2024
File No. 22-1-120

Ms. Carol Thomas-Keefer
Program Manager
Colusa Groundwater Authority
P.O. Box 475
Colusa, CA 95932

SUBJECT: Scope Amendment #1 for Preparing a Final SGMA Fee Report and Assisting the Colusa Groundwater Authority (CGA) to Approve updated SGMA Compliance Fees to be Implemented with the August 2025 County Fee Roll

Dear Ms. Thomas-Keefer:

Luhdorff and Scalmanini, Consulting Engineers (LSCE) was hired on December 19, 2022, through approved Contract to support the development of an updated CGA SGMA compliance fee to support CGA operational costs and SGMA compliance costs prior to the April 22, 2024, CGA GSP update process and submittal to DWR for the upcoming five-year period. There was additional scope of work items completed by LSCE to support the CGA in this endeavor to validate the update of its long-term CGA fees that benefit landowners in its service area. LSCE has prepared this scope amendment for conducting additional SGMA compliance fee work and analysis to validate the updated CGA fees and associated benefits if approved by the CGA. The CGA has decided to continue the current CGA fee for another year at the maximum rate allowed by Proposition 218 provisions. Additional scope of work is proposed to complete the current draft fee report and position the CGA to approve updated SGMA compliance fees for FY25-26. Substantial work was completed in 2024 under the existing contract that positions the CGA to approve updated SGMA compliance fees once additional work is completed. The table below summarizes the proposed Amendment No. 1 scope of work that leverages the work completed by LSCE in 2024 to support the CGA on the Project.

Colusa Groundwater Authority-LSCE Engineering Services Contract - Executed 12.22.2022 Amendment No. 1 For Additional Scope of Work For Completing Project				
Task #	Scope Description	Remaining Contract Amt.	Amendment No. 1	Reason for Additional Scope of Work
1	Coordination and Communication	\$0	\$2,500	Project Meetings
2	Assessment & Parcel Evaluation	\$0	\$2,000	Additional Parcel Level Evaluation
3	Preparation of Cost Allocation TM	\$0	\$0	--
4	Preparation of Fee Report	\$0	\$5,000	Finalize Draft Report
5	Fee Approval	\$0	\$3,500	Support Fee Approval

Ms. Thomas-Keefer

June 19, 2024

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6	Public Outreach	\$0	\$10,000	3 Public Meetings
7	Final Assessment Levies and Prop. 218 Mailing	\$0	\$13,725	Prepare Direct Assessment Documents For Assessor and mail Prop. 218 Notice
Total		\$0	\$36,725	

Scope purpose was to prepare Fee Report with recommended SGMA fees to support GSA costs through FY27-28. Additional work by LSCE will leverage work already completed to enable the CGA to establish updated SGMA fees at the lowest cost for the August 2025 Assessor Fee Roll cycle.

Additional work cost estimates for Amendment No. 1 assume that the CGA plans to implement the proposed FY24-25 three user class fee structure which is reflected in the already completed draft fee report. Additional fee option analysis work requested by the CGA which substantially changes the draft fee report deliverable will require additional budget to complete the Fee Report deliverable which shall be negotiated between LSCE and the CGA. The original Project completion date of August 10, 2023, is hereby amended to 8.15.2025 for Amendment No. 1.

We appreciate the opportunity to provide you with this amended scope and budget and look forward to our continued work on this important CGA project.

Sincerely,

LUHDORFF AND SCALMANINI
CONSULTING ENGINEERS



Eddy Teasdale, PG, CHG
Principal Hydrogeologist

Jacques DeBra
Supervising Water Resources Planner

Enclosures:

Original Contract

**AGREEMENT FOR PROFESSIONAL SERVICES
LUHDORFF & SCALMANINI CONSULTING ENGINEERS, INC.**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "**Agreement**") is entered into as of December 19, 2022 (the "**Effective Date**"), by and between Colusa Groundwater Authority, a California Joint Powers Authority (hereafter called "**Client**"), and Luhdorff & Scalmanini Consulting Engineers, Inc., a California corporation (hereafter called "**LSCE**").

Client Contact:	Carol Thomas-Keefer	LSCE Contact:	Eddy Teasdale, PG
Address:	1213 Market Street	Address:	500 First Street
City, State, Zip:	Colusa, CA 95932	City, State, Zip:	Woodland, CA 95695
Phone:	650-587-7300 X17	Phone:	(530) 661-0109
Email:	cthomaskeefer@rgs.ca.gov	Email:	eteasdale@lsce.com

RECITALS:

- A. WHEREAS, Client desires to retain LSCE to perform certain consulting services in connection with a project as described herein.
- B. WHEREAS, LSCE desires to perform the consulting services as described herein, pursuant to the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Client and LSCE hereby agree as follows:

PROVISIONS OF AGREEMENT

1. Services. LSCE shall provide the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference (the "**Services**").
2. Compensation. As consideration for the Services, Client shall pay LSCE the total amount of compensation set forth in **Exhibit B**, attached hereto and incorporated herein by this reference.
3. Term. The term of this Agreement shall commence on the Effective Date and shall remain in effect until the Services have been completed or, if a different term is stated in **Exhibit A**, for such term as is stated in **Exhibit A** (the "**Term**").
4. Invoicing and Payment.
 - (a) Monthly Invoices. All fees and other charges due to LSCE will be billed monthly and shall be due at the time of billing unless specified otherwise in this Agreement. If Client fails to pay LSCE within forty-five (45) days after invoices are rendered, LSCE shall have the right in its sole discretion to consider such default in payment a material breach of this Agreement, and, upon written notice, LSCE's duties, obligations, and responsibilities under this Agreement may be suspended or terminated. In such event, Client shall promptly pay LSCE for all outstanding fees and charges due to LSCE at the time of suspension or termination. If LSCE elects to suspend or terminate LSCE's services pursuant to this provision, LSCE is entitled to reasonable suspension or termination costs and expenses.
 - (b) Accuracy of Invoices. Client agrees that all billings from LSCE to Client are correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies LSCE in writing of alleged inaccuracies, discrepancies, or errors in billing.
 - (c) Late Payment Charge. Client agrees to pay a monthly late payment charge, which will be the lesser of one and one-

half percent (1-1/2%) per month or a monthly charge not to exceed the maximum legal rate, which will be applied to any unpaid balance commencing forty-five (45) days after the date of the billing.

~~(d) Fee Schedule Changes. In the event LSCE's fee schedule changes due to any increase of costs such as the granting of wage increases and/ or other employee benefits to field or office employees due to the terms of any labor agreement, or increase in the cost of living, during the Term of this Agreement, a percentage increase shall be applied to all remaining fees and charges to reflect the increased costs.~~

(e) Client agrees that if Client requests services not specified in **Exhibit A**, Client will pay for all such additional services as extra services, in accordance with LSCE's billing rates for extra services set forth in **Exhibit C**, attached hereto and incorporated herein by this reference.

5. Work Product. The parties acknowledge and agree that all reports, plans, specifications, field data and notes and other documents, including all such documents on electronic media, prepared by LSCE under this Agreement shall become the property of Client, for itself and for the Glenn Groundwater Authority, and may be used by LSCE without limitation without the consent of Client. Upon request and payment of all costs related thereto, Client is entitled to a copy of all final plans and specifications for use in connection with the project for which the plans and specifications have been prepared. Client acknowledges and agrees that assignment of such records shall automatically occur upon Client's performance all of its obligations under this Agreement. In the event Client is in default of any of the terms or conditions of this Agreement and such default is not timely cured, Client's right to the work products produced under this agreement by LSCE shall be automatically revoked.
6. Non-Use of Draft Work Product; Use of Final Work Product. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports or other documents prepared by LSCE which plans, specifications, drawings, cost estimates, reports or other documents are not final and which are not signed and stamped or sealed by LSCE. Client acknowledges and agrees that all documents on electronic files, or drawings, reports, and data on any form of electronic media generated and furnished by the LSCE, are not final plans or documents. Client shall be liable for any such use of all non-final or draft plans, specifications, drawings, cost estimates, reports, electronic files, or other documents that are not signed and stamped or sealed by LSCE. Client hereby waives any claim for liability against LSCE for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless LSCE, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports or other documents are for the exclusive use of Client and may be used by Client only for the project described in **Exhibit A** and such use is subject to the terms and conditions of this Agreement. Such final plans, specifications, drawings, cost estimates, reports or other documents may not be changed or used on a different project without written authorization or approval by LSCE. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.
7. Electronic Files.
 - (a) Ownership of Electronic Files. The parties agree that any electronic files, or drawings, reports and data on any form of electronic media generated and furnished by LSCE ("**Electronic Files**") under this Agreement shall become the property of CGA for itself and on behalf of GGA, following final payment for the Services, , and CGA and GGA shall retain all common law, statutory law and other rights, including copyrights.
 - (b) Use of Electronic Files. Client agrees not to use or reuse any Electronic Files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Client agrees not to make changes to or transfer the Electronic Files to any person or entity without the prior written consent of LSCE. Client further agrees to waive all claims against LSCE resulting in any way from any unauthorized changes, use, or reuse of the Electronic Files for any other project by anyone other than LSCE.
 - (c) Technological Specifications. Client acknowledges and agrees that Client and LSCE have agreed on all hardware and software specifications that may be necessary for transmission of Electronic Files relevant to the project. These specifications, if applicable, are attached as **Exhibit D** to this Agreement, which is incorporated herein by this reference.
 - (d) Acceptance of Electronic Files. Electronic Files furnished by LSCE to Client shall be subject to an acceptance period of fifteen (15) days during which the Client agrees to perform appropriate acceptance tests. LSCE shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the Electronic Files shall be deemed to be accepted and LSCE shall not have any obligation to correct errors or maintain Electronic Files.
 - (e) Electronic Files Are Not Construction Documents. Electronic Files, such as computer-aided drafting and design files,

are not construction documents, and LSCE makes no representation as to their accuracy or completeness. Client is aware and agrees that differences may exist between the Electronic Files delivered and the printed hard copy construction documents. In the event of a conflict between the signed construction documents prepared by LSCE and any Electronic Files, the signed and stamped or sealed hard copy construction documents, copies of which shall be kept by LSCE, shall govern.

(f) Indemnity and Indemnification Related to Electronic Files. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any unauthorized changes made by anyone other than LSCE or from any use or reuse of the Electronic Files for any other project by anyone other than LSCE.

(g) No Warranties; LSCE Not Liable. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale of a product by LSCE, and LSCE makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall LSCE be liable for indirect or consequential damages as a result of Client's use or reuse of the electronic files.

8. Termination.

(a) Client acknowledges LSCE has the right to complete all services agreed to be rendered pursuant to this Agreement. In the event this Agreement is terminated before the completion of all Services, unless LSCE is responsible for such early termination, Client hereby agrees to release LSCE from all liability for Services performed. In the event all or any portion of the Services by LSCE are suspended, abandoned, or otherwise terminated, Client shall pay LSCE all fees and charges for Services provided prior to termination.

(b) Client acknowledges and agrees that, if project Services are terminated for the convenience of Client, LSCE is entitled to reasonable termination costs and expenses, to be paid by Client as extra services pursuant to the terms set forth in Exhibit C.

(c) If Client is in default regarding the Client's payment obligations under this Agreement, and Client requests LSCE continue providing some or all of the Services, LSCE shall have no obligation to provide any further Services unless Client provides financial assurances satisfactory to LSCE in LSCE's sole discretion.

9. Suspension of Services. Client acknowledges and agrees that, if this Agreement or the Services are suspended and restarted and LSCE incurs costs in connection therewith, Client shall reimburse LSCE for such reasonable costs that LSCE actually incurs as a direct result of such suspension and restart as extra services pursuant to the terms set forth in Exhibit C.

10. Prevailing Wage; Public Works. Unless the Services to be provided by LSCE expressly include LSCE's assistance in determinations regarding the application of prevailing wages, Client and LSCE acknowledge and agree that it is Client's exclusive responsibility to determine whether the project that is the subject of this Agreement is a "public work" as defined in California Labor Code Section 1720, or whether prevailing wage rates are to be paid to certain workers in connection with the project, or determine the rate of prevailing wages to be paid to certain workers. LSCE will develop its schedule of labor rates in reliance on the determinations of Client. In the event of a dispute regarding whether the project is a "public work", whether prevailing wages are to be paid, or the amount of prevailing wages to be paid to individual workers, Client agrees to pay LSCE for any and all additional costs and expenses (including additional wages, penalties & interest) incurred by LSCE and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to the Client's determinations regarding the application of or payment of prevailing wages.

11. Construction Phase Services. If the Services do not include construction-phase services for this project, Client acknowledges such construction-phase services will be provided by Client or by others and Client assumes all responsibility for interpretation of the contract documents and for construction observation and supervision and waives any claim against LSCE that may in any way be connected thereto. In addition, Client agrees, to the fullest extent permitted by law, to indemnify and hold LSCE harmless from any loss, claim, or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such construction-phase services by other persons or entities and from any and all claims arising from the modification, clarification, interpretation, adjustments or changes made to the contract documents to reflect changed field or other conditions.

12. Common Interest Developments.

(a) Pre-Litigation Costs. If the Services include the rendition of professional services for a project which is a common

interest development subject to the provisions of Civil Code section 6000, Client agrees to reimburse LSCE for all costs associated with LSCE's participation in the pre-litigation process described in Civil Code section 1375. Further, Client agrees to pay LSCE's fees for time incurred participating in the pre-litigation process. These fees and costs shall be paid as extra services in accordance with the terms set forth in **Exhibit C**. Such extra services shall be paid at LSCE's normal hourly rates in effect at the time LSCE participates in the pre-litigation process. For purposes of this paragraph, a "common interest development" shall be a common interest development as defined in Civil Code section 6000.

(b) **Indemnification**. Client agrees, to the extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to LSCE's participation in the pre-litigation process pursuant to Civil Code section 1375.

(c) **Notice**. Client agrees that, if Client receives a Notice of Commencement of Legal Proceedings pursuant to Civil Code section 1375, Client will notify LSCE within 10 days of Client's receipt of the Notice of Commencement of Legal Proceedings, provided the Notice of Commencement of Legal Proceedings either identifies LSCE as a potentially responsible party or the face of the Notice contains information which identifies LSCE's potential responsibility. If Client does not timely notify LSCE, then Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to Client's failure to timely notify LSCE.

13. **Effect of Client Bankruptcy**. If Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing, LSCE shall be entitled to suspend its performance of any and all of its obligations pursuant to this Agreement. If, upon filing a voluntary petition or an involuntary petition in the United States Bankruptcy Court, Client seeks to have LSCE continue to provide Services pursuant to this Agreement, Client agrees to comply with applicable provisions of the United States Bankruptcy Code to ensure payment for any continuing or reinstated Services.
14. **Non-Waiver of Liens**. This Agreement shall not be construed to alter, affect, or waive any design professional's lien, mechanic's lien, or stop notice right which LSCE may have for the performance of Services pursuant to this Agreement. Client agrees to provide to LSCE the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide LSCE with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.
15. **No Additional Obligations**. LSCE shall not be required to execute any documents subsequent to the signing of this Agreement, including but not limited to any documents that in any way might, in the judgment of LSCE, increase LSCE's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall LSCE be required to sign any documents, requested by any party, including Client, that would result in LSCE's having to certify, guarantee, warrant, or state the existence of conditions whose existence LSCE cannot ascertain. The Client also agrees not to make resolution of any dispute with LSCE or payment of any money due to LSCE, in any way contingent upon LSCE's signing any such certification, guarantee, warranty or statement.
16. **Field Conditions**. Client acknowledges that the design services performed pursuant to this agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with the terms set forth in **Exhibit C**.
17. **Force Majeure**. LSCE is not responsible for delay caused by activities or factors beyond LSCE's reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, power failures, accidents or equipment malfunctions, acts of God, failure of Client to furnish timely information or approve or disapprove of LSCE's services or instruments of service promptly, faulty performance by Client or other contractors or governmental agencies. When such delays beyond LSCE's reasonable control occur, Client agrees LSCE shall not be responsible for damages nor shall LSCE be deemed to be in default of this Agreement. Further, when such delays occur, Client agrees that, to the extent such delays cause LSCE to perform extra services, such services shall be paid for by Client as extra services in accordance with the terms set forth in **Exhibit C**.
18. **Government Actions; Limitation of Liability**. LSCE shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof.

19. Quantity Estimates. If the Services require LSCE to estimate quantities, such estimates are made on the basis of LSCE's experience and qualifications and represent LSCE's best judgment as a professional generally familiar with the industry. However, such estimates are only estimates and shall not constitute representations, warranties or guarantees of the quantities of the subject of the estimate. If the Services require LSCE to provide its opinion of probable construction costs, such opinion is to be made on the basis of LSCE's experience and qualifications and represents LSCE's best judgment as to the probable construction costs. However, since LSCE has no control over costs or the price of labor, equipment or materials, or over the contractor's method of pricing, such opinions of probable construction costs do not constitute representations, warranties or guarantees of the accuracy of such opinions, as compared to bid or actual costs.
20. Work By Third Parties. Client acknowledges that except for subconsultants or subcontractors retained by LSCE in connection with this Agreement, LSCE is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors.
21. No Warranties. LSCE makes no warranty, either express or implied, as to its findings, recommendations, plans, specifications, or professional advice except that the services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance.
22. LSCE Not Liable For Client Plan Changes Not Authorized By LSCE. In the event (1) Client agrees to, authorizes, or permits changes in the plans, specifications, documents, or electronic files prepared by LSCE, which changes are not consented to in writing by LSCE, or (2) Client agrees to, authorizes or permits construction of unauthorized changes in the plans, specifications, documents, or electronic files prepared by LSCE, which changes are not consented to in writing by LSCE, or (3) Client does not follow recommendations prepared by LSCE pursuant to this Agreement, which changed recommendations are not consented to in writing by LSCE: Client acknowledges that the unauthorized changes and their effects are not the responsibility of LSCE and Client agrees to release LSCE from all liability arising from the use of such changes, and further agrees, to the extent permitted by law, to defend, indemnify and hold harmless LSCE, its officers, directors, employees and subconsultants from and against all claims, demands, damages or costs, including attorneys' fees, arising from the unauthorized changes.
23. Venue. Client agrees that in the event LSCE institutes litigation to enforce or interpret the provisions of this Agreement, such litigation is to be brought and adjudicated in the appropriate court in Colusa County.
24. Disputes.
 - (a) Except as provided in subdivisions (b) and (c), in an effort to resolve any conflicts that arise during the design or construction of the project or following completion of the project, Client and LSCE agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.
 - (b) Client and LSCE further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
 - (c) Subdivision (a) shall not preclude or limit LSCE's right to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court. Subdivision (a) shall not preclude or limit LSCE's right to record, perfect or enforce applicable mechanic's lien or stop notice remedies.
 - (d) Either party shall have the option to pursue litigation to resolve any dispute arising in connection with this Agreement that is not capable of resolution by the nonbinding mediation provided for in this Section 24.
25. Independent Contractor. Client engages LSCE hereunder as an independent contractor. Client shall have no right to control, supervise, or direct the manner or method by which LSCE performs its obligations under this Agreement. In performance of this Agreement, LSCE, including any and all of LSCE's officers, agents, employees, and independent contractors, will at all times be acting and performing as an independent contractor, and will act in its independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of Client. LSCE shall be solely responsible for its officers, agents, employees, and subcontractors, as applicable, and for their compensation, benefits, contributions, insurance and taxes, if any, and to the extent permitted by law, shall defend, indemnify and hold harmless Client, its officers, directors, employees and subconsultants from all damages, liabilities or costs, including reasonable attorneys' fees and costs, arising from or related to LSCE's failure to fully and timely pay same. LSCE shall not have any right or authority to make any representation nor to assume or create any obligation, express or implied, on behalf of Client.

26. Cooperation. Client and LSCE agree to cooperate with each other in order to fulfill their responsibilities and obligations under this agreement. Both Client and LSCE shall endeavor to maintain good working relationships among members of the project team.
27. Binding Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of Client and LSCE.
28. Assignment. This Agreement shall not be assigned by either Client or LSCE without prior written consent of the other. Neither Client nor LSCE shall assign claims arising from the Agreement without prior written consent of the other.
29. Entire Agreement; Amendment. This Agreement contains the entire agreement between Client and LSCE relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and LSCE.
30. Waiver. LSCE's or Client's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. LSCE's or Client's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
31. Severability. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and LSCE.
32. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
33. Notices. All notices, approvals, demands, reports and other communications provided for in this Agreement (each, a "**Notice**") shall be in writing and shall be given to such party at its address as set forth above or such address as such party may hereafter specify for the purpose by Notice to the other party listed below. Each Notice shall be deemed delivered to the party to whom it is addressed: (a) if personally served or delivered, upon delivery; (b) if given by electronic mail, upon the sender's receipt of written acknowledgment or confirmation of receipt of the entire Notice; (c) if given by mail with first-class postage prepaid, seventy-two (72) hours after such Notice is deposited with the United States Mail; or (d) if given by overnight courier with overnight courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier.
34. Indian Law Provisions. If Client is a federally recognized Indian Tribe, the following additional provisions shall apply to this Agreement:
- (a) Waiver of Sovereign Immunity. Client, for itself and by action of its tribal council and general council (together with Client and all other tribal entities of Client, collectively, the "**Tribe**") hereby expressly, unequivocally and irrevocably waives the Tribe's sovereign immunity on a limited basis in favor of LSCE (and any defense based thereon) for enforcement of this Agreement and submits, for itself, to the jurisdiction of the Superior Court State of California for the County of Yolo and any United States District Court for the Eastern District of California, over any such action and over Client, and the Tribe and LSCE each irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such California state court or in such federal court. The Tribe and LSCE each agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- (b) Consent to Jurisdiction. The Tribe and LSCE each consents to the jurisdiction and venue of any court referred to in subparagraph (a) above and waives any argument that venue in such forums is not convenient. In the event the Tribe commences any action in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, LSCE at its option shall be entitled to have the case transferred to one of the jurisdictions and venues above-described, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective as of the Effective Date.

Client: Colusa Groundwater Authority _____ LSCE: _____

By: _____ By: _____

Title: Denise Carter, Chair _____ Title: _____

Date Signed: December 19, 2022 _____ Date Signed: _____

EXHIBIT A
Services

[See Full Proposal indicating services to be provided for the deliverables specified]

EXHIBIT A

SCOPE OF SERVICES

COLUSA

GROUNDWATER SUSTAINABILITY AGENCY (GSA)

LONG TERM GSP IMPLEMENTATION FEE PROJECT

The Colusa Groundwater Authority (CGA) will be administering the implementation of the Colusa and Glenn GSA long term fee project under a single contract by and between the CGA and Luhdorff and Scalmanini Consulting Engineers (LSCE). Project expenses and progress will be tracked by GSA and by task consistent with the LSCE proposals submitted for these projects including additional scope items agreed to by both parties.

COLUSA GSA Scope of Services

Task 1. Coordination and Communication

The LSCE Team will coordinate with the GSAs as required throughout the project. The LSCE Team will provide a request for information at the start of Task 1 to ensure inclusion of all important information related to developing the draft Technical Memorandum (Task 3) and Engineer’s Report deliverable (Task 4). The LSCE Team will share analyses and evaluation metrics and discuss relevance for developing recommended fees that meet future GSA revenue needs. An important step, the Outreach Plan elements specific to the Fee Study will be developed within the first 30-days from Notice to Proceed, in coordination with the GSA. Upon approval, the Fee Study elements of the Outreach Plan will be included in GSA stakeholder meeting processes to ensure transparency and opportunities for stakeholder review within the project schedule. The LSCE Team will conduct bi-weekly project calls to address issues and policy matters in a timely manner, provide regular progress reports, support the GSA in preparing key handouts and presentations as needed during the project, plan for legal counsel review of key fee assumptions and Engineer’s Report review, communicate with the County Assessors’ Offices and other parties as needed, and coordinate with the GSA to respond to property owner inquiries concerning the proposed fees.

Task 1 Deliverables

- Conduct Bi-weekly team conference calls - prepare agendas/minutes.
- Provide periodic progress reports.
- Prepare GSA meeting handouts and presentations as needed.
- Prepare fee study element of outreach plan (in coordination with GSAs).
- Review Task 3 and Task 4 deliverables with legal counsel (in a timely manner and as requested by the GSA).
- Communicate and coordinate with County Assessors’ Offices and other parties as needed.
- Respond to property owner inquiries regarding proposed fees in coordination with the GSA.
- Conduct Board Workshop (Board Meeting #1).
- Conduct Advisory/Ad-hoc Meeting #1 – Review Long Term GSA Funding Strategy.
- Conduct Advisory/Ad-hoc Meeting #2 – In coordination with Board Meeting #1.

Task 2. Assessment and Parcel Evaluation

Evaluation of data received regarding the fee assessment and parcels included in the fee, which will be incorporated accordingly in Tasks 3 and 4. A draft parcel assessment list will be prepared for review. The

goal is to ensure all parcels subject to the proposed GSP implementation fee are included in assessment rolls with the most updated and accurate information available. This includes, but is not limited to, CGA parcel data, parcel number and location in the Subbasin, land use designation, ownership type, parcel size, water source, and any other relevant parcel related data that would facilitate fair and equitable fees recommendations in Task 3 or 4. Identify other data sources to address data gaps and synchronize the final updated assessment and parcel data in a master file for use in Task 3. It is assumed that, based on available data, we can accurately identify parcels owned by Federal, State, and/or Tribal owners, which are not subject to fees.

Task 2 Deliverables

- Acquire and analyze current property data from the County Assessors' Offices, other real property information vendors and title companies, and perform Assessor data comparisons with other property data sources and validation services.
- Research parcel attributes & ownership information to appropriately calculate and assign the benefit assessments to each parcel for each year.

Task 3. Preparation of Revenue Needs & Cost Allocation Technical Memorandum

Based on the evaluation of data from Tasks 1 and 2, the LSCE Team will review the GSP implementation costs and other documentation related to project actions and GSP implementation provided by the GSA and create a cash flow model that will summarize, and categorize GSA revenue needs (i.e., GSP implementation costs) to be included in the fee study. The LSCE Team will concurrently develop up to three (3) options that are SGMA and Proposition 218 compliant for allocating costs to different lands/groundwater users within the GSA boundary.

The results of the analysis will be presented to the GSA and documented in a concise Technical Memorandum (TM). This analysis will be based on GSA direction and comments received at the Board Workshop (Board Meeting #1). To inform cost allocation options, the LSCE Team will consider work done on SGMA compliance funding strategies for other GSAs throughout California and will incorporate any insights into this project based on similar work with other GSAs with similar challenges and Subbasin conditions. For example, the LSCE Team understands that access to groundwater can vary across subbasins, and this may be a basis for adjusting how costs are allocated to specific parcels.

This task will involve analysis to support cost allocation and resulting fee option approaches for up to three (3) scenarios, based on the GSA's five-year GSP implementation revenue needs, to be included in the TM deliverable. The analysis will be structured to address cost allocation issues considering the variety of property owners who would be subject to a fee. Cost allocation options will be SGMA and Proposition 218 compliant and may include different benefit- and cost-based methodologies. The LSCE Team will prepare recommended cost allocation approaches based on fee options that are feasible based on the availability of parcel level data and supporting information.

The TM will provide recommendations for cost allocation to be discussed with the GSA and stakeholder groups as identified in the Fee Study element of the Outreach Plan. A workshop for the GSAs may be

included if needed to develop an understanding of the proposed fees that would support the operational and GSP implementation costs (not including projects and management actions) during the initial five-year SGMA compliance period (2023-2028). The TM will document the anticipated outcome of different cost allocation scenarios and illustrate the resulting range of fees to different classes of landowners in the GSA service area boundary. Final analysis results and recommendations will be included in the TM deliverable which will be shared with the Board for any final edits or direction. The TM and results of this task will inform and be included in the Engineer's Report developed under Task 4. Any fees developed under this task will be Proposition 218 and SGMA compliant, and consistent with other GSA-adopted fees in California.

GSP Implementation Revenue Needs – Key Items to be Addressed

- Incorporate operational and GSP implementation revenue needs over the next five years (this information would be prepared by the LSCE Team in coordination with the GSA).
- Any other revenue needs identified by the GSA.

Cost Allocation – Key Items to be Addressed

- Allocate costs between landowners and/or groundwater users within the GSA service area boundary.
- Allocate costs by operational and GSP implementation categories.
- Allocate costs by land use/other land or resource-based parameters.

Cost Allocation For Up To Three (3) Fee/Allocation Scenarios

- Scenario 1: fee per acre (\$/acre) – total costs/total acres
- Scenario 2: Separate GSA Administrative and GSP Implementation Cost Fees
- Scenario 3: Separate irrigated vs. non-irrigated based fee cost allocation

Legal counsel review comments and recommendations will be reflected in TM task deliverables.

The TM will include cost allocation assumptions analyzed and corresponding fee results in easy-to-read data tables and graphical representations that will be presented for comparison by the GSA and stakeholders with recommendations for key items or approaches to be included in the Fee Study (Task 4).

Task 3 Deliverables

- Prepare Draft Technical Memorandum (TM) – for GSA and stakeholder review and comment.
- Board Meeting #2: GSA TM Fee Study Workshop – to discuss draft TM recommendations.
- Conduct SHAC Meeting #3 relating to fee options.
- Final TM – with cost allocation analyses results under proposed fee scenarios, incorporating Board workshop comments and recommendations, and GSA fee implementation processes.

Task 4. Preparation of Fee Study Engineer’s Report

Based on the evaluation of data from Tasks 1 and 2, and results and recommendations from Task 3, the draft Fee Study Engineer’s Report (Report) will be prepared in accordance with SGMA and Proposition 218 requirements and will consider long-term fee administrative costs as part of the fee option evaluation process. The draft Report will utilize the updated five-year GSA SGMA compliance revenue needs (based on initial five-year GSP implementation revenue needs’ projections prepared in Task 3), and address cost allocation issues for property owners, subject to the fee, that benefit from GSP implementation and SGMA compliance. The Report will include fee options evaluated and recommended fees to be discussed with the GSA and stakeholder groups as identified in the Fee Study element of the Outreach Plan. A workshop for the GSAs may be included if needed to develop an understanding of the proposed fees that support the operational and GSP implementation costs (not including projects and management actions) during the initial five-year period (2023-2028). Any fees developed under this task will be Proposition 218 and SGMA compliant, and consistent with other GSA -adopted fees in California.

GSP Implementation Revenue Needs – Key Items to be Addressed

- Incorporate operational and GSP implementation revenue needs over the next five years (this information will be prepared as part of Task 3).
- Any other revenue needs identified by the GSA as needed for SGMA compliance.

Cost Allocation – Key Items to be Addressed

- Allocate costs between landowners and/or groundwater users within the Subbasin.
- Allocating costs by operational and GSP implementation categories.
- Parcel size, type, land use and water source.
- Cost allocation scenario results presented in the Task 3 deliverable.

Develop Recommended Fees

- Consider fee options based on cost of service and equity perspectives.
- Consider GSP revenue projections over upcoming five-year fee period.
- Determine annual fee increases over five-year fee implementation period.
- Consider inflation adjustments over the period to any proposed fees.
- Prepare Proposition 218 Notice and Protest Form.
- Include legal counsel review comments and recommendations in Report Task deliverables.

The Board will have the opportunity to review the draft Report and provide any final comments that would be incorporated into the final Report for Board approval prior to distribution of the Proposition Notices to landowners subject to the recommended fees.

Task 4 Deliverables

- Prepare Draft Engineer’s Report – for GSA and stakeholder review and comment.

- Board Meeting #3: Conduct (1) GSA Fee Study Workshop – discuss draft Report recommendations.
- Final Engineer’s Report – with final Proposition 218 Notice, proposed fees, and GSA adoption process.

Task 5. Fee Approval

The LSCE Team will coordinate with the GSA to plan for Board Meeting #4 at which the Board would be conducting a public hearing and considering approval of the recommended fees included in the Fee Study Engineer’s Report prepared in Task 4 and approved by the Board. The LSCE Team will assist with writing the staff report, preparing meeting presentation materials, and being available at the public hearing to address any questions or concerns that may arise prior to fee approval by the Board. The outreach plan will be designed to inform stakeholders and have easy access to key information and meeting dates, times and locations well in advance of any Board action to approve any new SGMA compliance fees. The LSCE Team will work with GSA staff to ensure that outreach materials are updated and available to all stakeholders in advance of any Board fee approval process regarding SGMA compliance. It is important that the sequence of events from the initial Board workshop thru fee approval follow the Proposition 218 process public notification requirements. The LSCE Team has extensive experience with SGMA and Proposition 218 compliance requirements and will coordinate with the GSA early in the project schedule to ensure that the Fee Study can move forward in a timely manner. Based on the results of Tasks 3 and 4, The LSCE Team will prepare a draft final assessment levies master file for GSA review and approval at least 45 days prior to the County Assessor’s preparation of the data in the respective County’s preferred format. The LSCE Team will coordinate with the GSA to make any final adjustments to the assessment roll with adequate notice to the respective County Assessor Office(s) following the public hearing for fee adoption. The LSCE Team will brief the GSA in a timely manner regarding any data gaps or questionable records for parcels to be included in the final assessment roll. The LSCE Team will also coordinate with the GSA early in the process to determine if any special fee billing arrangements will be required to ensure adequate revenues are collected as part of the Proposition 218 fee process.

Task 5 Deliverables

- Assist GSA to prepare Board Fee Approval agenda item and associated documentation.
- Board Meeting #4: Conduct (1) GSA Fee Approval Meeting – make Board presentation, answer questions related to public hearing, and support Board fee approval processes.
- The LSCE Team to provide updated assessor’s data file to the County Assessor’s Office, properly formatted per the respective County’s preferred formatting.
- Provide a test file to the County Assessors’ Offices at least 30 days prior to the preparation of the data.

Task 6. Public Outreach

The LSCE Team will coordinate with the County and stakeholders throughout the Fee Study to ensure project deliverables meet County and stakeholder needs and are consistent with the approved Fee Study element of the Outreach Plan from Task 1. The LSCE Team will support the County as they will lead the public outreach efforts. The LSCE Team will coordinate with the County in the development of outreach

materials, meeting presentations, and other documentation required to complete specified public outreach objectives. The work will be integrated with existing outreach efforts and coordinated through established GSA and stakeholder outreach processes. The LSCE Team will support the GSA for public outreach meetings and/or workshops. The LSCE Team will help address concerns related to GSP implementation revenue needs, cost of service or allocation questions or issues, Proposition 218 requirements and compliance, and SGMA requirements. The LSCE Team will also coordinate with the County on property owner outreach and response to fee-related questions. This task may involve development of a fee fact sheet, FAQ document, and other related items as needed to complete the project on schedule and within budget while keeping stakeholders informed throughout the process.

Task 6 Deliverables

- Fee related documentation development: Fact Sheet, FAQs, Fee Study related documents.
- Prepare Proposition 218 Notice and Protest Form.
- Presentation materials for public meetings and workshops.
- Provide progress reports on Fee Study element of Outreach Plan implementation efforts.
- Website updates and legal notification requirements.

Task 7. Final Assessment Levies And Proposition 218 Notice Mailing

The LSCE Team will coordinate with the County to obtain a tax code from the County Assessor's Office early in the project schedule to ensure that the Fee Study can move forward in a timely manner. Based on the results of Task 2, the LSCE Team will prepare a draft final assessment levies master file for County review and approval at least 45 days prior to the County Assessor's preparation of the data in the respective County's preferred format. LSCE will coordinate with the GSA to make any final adjustments to the assessment roll with adequate notice to the respective County Assessor Offices following the public hearing for fee adoption. The LSCE Team will brief the County in a timely manner related to any data gaps or questionable records for parcels to be included in the final assessment roll. The LSCE Team will also coordinate with the County early in the process to determine if any special fee billing arrangements will be required to ensure adequate revenues are collected as part of the Proposition 218 fee process.

LSCE will be responsible for preparation of the Proposition 218 Notice and CGA responsible for directly mailing Proposition 218 Notices to landowners subject to any SGMA compliance fees approved by the Board.

Task 7 Deliverables

- Obtain a tax code from the County Assessor's Office.
- Submit the final assessment roll as it may be revised following the public hearing to the County Assessor's Office, properly formatted per the respective County's preferred formatting.
- Provide a test file to the County Assessors' Offices at least 30 days prior to the preparation of the data.
- Preparation and mailing of Proposition 218 Notice including coordination with Assessor's Office.

Colusa Groundwater Authority-LSCE
 Scope of Services – Long Term GSA Fee Project
 For the Colusa GSA Service Area

COLUSA GSA Project Budget

TASK #	TASK DESCRIPTION	TASK BUDGET	TASK BUDGET WITH SAVINGS
1.	Coordination and Communication	\$9,050	\$9,050
2.	Assessment and Parcel Information	\$4,550	\$4,550
3.	Options Evaluation Technical Memorandum	\$24,986	\$20,986
4.	Fee Report	\$24,030	\$24,030
5.	Fee Approval	\$4,939	\$4,939
6.	Public Outreach	\$14,506	\$11,330
7.	Final Assessment Levies And Prop. 218 Notice Mailing	\$13,725	\$13,725
TOTAL		\$95,786	\$88,610

Note: CGA cost savings based on collaboration by CGA/GGA on Tasks 3 and 6.

COLUSA GSA Project Schedule – Final Dates To Be Determined Upon Agreement Execution

Notice To Proceed:	December 15, 2022
Develop Outreach Plan:	January 15, 2023
Board Mtg. #1 - Workshop:	January 2023
Board Mtg. #2 – Options Review:	March 2023
Board Mtg. #3 - Fee Report Approval:	April 2023
Prop. 218 Notice Distribution:	May 2023 (if Prop. 218 approach is approved)
Board Mtg. #4 - Fee Approval:	July 2023
Final Tax Rolls To Assessor’s Office:	August 2023

Notes:

Outreach implementation – January through July 2023.

Includes 4 GSA Board and 3 Advisory/Ad-hoc meetings during project implementation.

LSCE responsible for preparation and mailing of Prop. 218 Notice to those subject to any approved fees in the CGA GSA service areas.

LSCE will invoice the GSA by project task for easy tracking of project expenditures.

EXHIBIT B
Compensation/Budget

[See Attachment A]

EXHIBIT C
Extra Services

[N/A]

EXHIBIT D
Technical Specifications

[N/A]

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 6: Review and Consideration of CGA Fiscal Year 2024-25 Budget

ACTION ITEM

4a. Receive budget overview and ad hoc Budget Committee recommendations

4b. *Consider approval of FY 2024-25 Budget *(requires 2/3 vote of directors present)*

BACKGROUND:

The FY 2024-25 Budget Ad Hoc committee met on June 19, 2024, to review the proposed draft budget prepared by staff. The draft budget incorporates SGMA compliance cost estimates developed for the current fee study as well as some GSP implementation costs associated with the revised GSP. The committee also discussed the Operations Fee that would be needed to help fund the budget, although the budget with the addition of SGMA compliance and GSP implementation expenses will now exceed the amount that the current approved Operations Fee can collect. Consequently, even collection of the maximum fee under the existing approved rates will result in the use of reserve funds to balance the budget.

The original Operations Fee was adopted at a maximum rate of \$1.21 per acre with the option in subsequent years to include an inflation factor indexed to the Consumer Price Index, Western Region (CPI). The maximum fee that the CGA can adopt this year is \$1.21/acre plus adjustment for CPI. The Operations Fee has been previously set at \$1.00/acre since it was adopted in 2019.

The total proposed budget amount for FY 2024-25 is \$1,047,150, including more than \$714,000 in SGMA compliance and GSP costs. Of the SGMA/GSP related costs, however, about \$317,000 would be contributed through cost-share with Glenn Groundwater Authority. The Budget Committee considered the impact to reserves based on various Operations Fee amounts, and is recommending that the CGA Board consider establishing an Operations Fee of \$1.21/acre. This would require use of about \$249,408 from CGA reserve funds to fund the budget. CGA would still retain reserves as previously designated for legal costs (\$150,000) and for general use (\$150,000), along with an additional amount of undesignated reserves (about \$400,000).

RECOMMENDATION:

The FY 2024-25 ad hoc Budget Committee recommends that the CGA board adopt the FY 2024-25 Budget as proposed; the Committee further recommends that, in setting the Operations Fee, the CGA board consider a fee of \$1.21/acre to fund the FY 2024-25 Budget and use reserves to fund the balance.

ATTACHMENTS:

- Proposed FY 2024-25 Budget
- Proposed 5-year operating budget with FY 2024-25 Budget

FY 24-25 PROPOSED BUDGET

ACTUALS BY REVENUE ALLOCATION

	Adopted FY 24 BUDGET	Estimated YEAR-END	Proposed Budget	Restricted Prop. 218 1.00	Restricted Prop. 218 1.21	Glenn County 50%	TOTAL	% Of Total
1 REVENUE								
2 Prior Year Funds to Balance	180,651	-	249,308	249,308	-	-	249,308	24%
3 Proposition 218 Fee Agreements- \$1.00 Per Acre	390,432	390,432	390,432	390,432	-	-	390,432	37%
4 Proposition 218 Fee Agreements- \$1.21 Per Acre: \$472,000/\$81,568 Incr	-	-	81,568	-	81,568	-	81,568	8%
5 Proposition 218 Landowner Fee	6,812	6,812	8,242	6,812	1,430	-	8,242	1%
6 Glenn County Groundwater Authority Reimbursement	50,000	160,000	317,500	-	-	317,500	317,500	30%
7 Interest	80	100	100	100	-	-	100	0%
8								
9 TOTAL REVENUES	627,975	557,344	1,047,150	646,652	82,998	317,500	1,047,150	100%
10 EXPENSES								
11 Office Expense								
12 Bank Fees	50	19	500	500	-	-	500	0%
13 JPA Insurance	1,800	1,765	2,000	2,000	-	-	2,000	0%
14 Printing and Copying/Outreach	5,000	-	5,500	5,500	-	-	5,500	1%
15 Website-Current	500	132	500	500	-	-	500	0%
16 Website -New	15,000	-	1,000	1,000	-	-	1,000	0%
17 Supplies	500	168	500	500	-	-	500	0%
18								
19 Professional Services- Admin								
20 Auditor	8,000	10,500	21,500	21,500	-	-	21,500	2%
21 Financial Services Bookkeeping (Crippen/Atlas)	5,000	2,500	5,000	5,000	-	-	5,000	0%
22 Legal Services (Young & Wooldridge)	55,000	31,540	55,000	55,000	-	-	55,000	5%
23 Program Manager/Facilitation Svcs (RGS)	175,000	120,064	175,000	175,000	-	-	175,000	17%
24 Annual Parcel Update (Provost & Pritchard)	3,500	1,870	3,500	3,500	-	-	3,500	0%
25 GSP Implementation	-	-	15,000	15,000	-	-	15,000	1%
26 Legal Defense Reserve	-	-	-	-	-	-	-	0%
27 County Tax Roll Fee Support	-	-	5,000	5,000	-	-	5,000	0%
28 County of Butte GSA- Member Contribution	8,000	12,500	12,500	12,500	-	-	12,500	1%
29 Miscellaneous - Contingency 10%	-	-	30,250	30,250	-	-	30,250	3%
30								

FY 24-25 PROPOSED BUDGET

		ACTUALS BY REVENUE ALLOCATION							
		Adopted FY 24 BUDGET	Estimated YEAR-END	Proposed Budget	Restricted Prop. 218 1.00	Restricted Prop. 218 1.21	Glenn County 50%	TOTAL	% Of Total
31	EXPENSES (cont'd)								
32	Professional Services- SGMA COMPLIANCE								
33	Long Term Funding: Update Revenue Requirements	-	-	50,000	50,000	-	-	50,000	5%
34	GSP Annual Report (Shared with Glenn County)	70,000	31,167	70,000	35,000	-	35,000	70,000	7%
35	Project Initiation: Refined/Develop Projects with GGA	-	-	200,000	100,000	-	100,000	200,000	19%
36	Study Implementation -Refine/Develop Studies	-	-	20,000	10,000	-	10,000	20,000	2%
37	Study Implementation -Implement Studies to Fill Data Gaps	-	-	25,000	12,500	-	12,500	25,000	2%
38	Study Implementation -Subsidence Monitoring Network: Realtime Monitoring	-	-	50,000	25,000	-	25,000	50,000	5%
39	Public Engagement & Outreach	-	-	60,000	30,000	-	30,000	60,000	6%
40	GSP Implementation Manager	-	-	150,000	75,000	-	75,000	150,000	14%
41	Grant Procurement	-	-	60,000	30,000	-	30,000	60,000	6%
42	Miscellaneous- Contingency (8%)	-	-	29,400	29,400	-	-	29,400	3%
43									
44	Project Implementation								
45	Domestic Well Mitigation: Refine Domestic Well Mitig. Program	-	-	-	-	-	-	-	0%
46	Domestic Well Mitigation: Reserve Fund - Implement Domestic Mitig. Program	-	-	-	-	-	-	-	0%
47	Demand Management Mitigation: DM/Groundwater Allocation Program	-	-	-	-	-	-	-	0%
48									
49	Professional Services- Projects								
50	GSP-Grant Application (Shared with Glen County)	30,000	-	-	-	-	-	-	0%
51	GSP Technical Assistance:On-Call Support Svcs (Davids Engineering)	15,000	-	-	-	-	-	-	0%
52	GSP Subbasin GSP Revisions (Shared with Glenn County)	-	177,754	-	-	-	-	-	0%
53	GSP Revisions(Water Ecology)	-	27,000	-	-	-	-	-	0%
54									
55	GSP Implementation Fund-SGMA (Grant Reimbursable)								
56	Five Year GSP Update w Modeling Calibrations; Surface-GS Interaction Modeling;	225,625	-	-	-	-	-	-	0%
57	GSA Coordination & Outreach (w/in and between GSA's); Data Mgmt; GSP Project Implementation								
58									
59	Proposition 218 Collections Fee								
60	Prop. 218 Ops Fee Collections-Co	10,000	-	-	-	-	-	-	0%
61	Special Projects - Funding Mech	-	99,454	-	-	-	-	-	0%
62									
63	TOTAL EXPENSES	627,975	516,432	1,047,150	729,650	-	317,500	1,047,150	100%
64									
65	Surplus (Deficit)	-	40,912	-	(82,998)	82,998	-	-	

COLUSA SUBBASIN CGA GSA - Long Term Funding Strategy
Five-Year GSA Operational Budget - GSP Implementation and SGMA Compliance Costs (version6.18.24)

5-Year GSP Implementation Inflation Adjustment 3% Asdjustment 3% Asdjustment 3% Asdjustment 3% Asdjustment

Proposed		Year 1	Year 2	Year 3	Year 4	Year 5
Cost Category-GSA Admin.		July 2024 -June 2025	July 2025 -June 2026	July 2026 -June 2027	July 2027 -June 2028	July 2028 -June 2029
Professional Services - Admin.						
Auditor		\$21,500	\$10,500	\$10,815	\$11,139	\$11,474
Financial Services		\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
Legal Services		\$55,000	\$56,650	\$58,350	\$60,100	\$61,903
Program Manager		\$175,000	\$180,250	\$185,658	\$191,227	\$196,964
Prop. 218 Parcel Update		\$3,500	\$3,605	\$3,713	\$3,825	\$3,939
Professional Services - Admin. Sub-total		\$260,000	\$256,155	\$263,840	\$271,755	\$279,907
Office Expense						
Bank Fees		\$500	\$515	\$530	\$546	\$563
JPA Insurance		\$2,000	\$2,060	\$2,122	\$2,185	\$2,251
Outreach (mailings/copying/printing)		\$5,500	\$5,665	\$5,835	\$6,010	\$6,190
Website		\$1,500	\$1,545	\$1,591	\$1,639	\$1,688
Supplies		\$500	\$515	\$530	\$546	\$563
Office Expense Sub-total		\$10,000	\$10,300	\$10,609	\$10,927	\$11,255
Professional Services - GSP Implementation		\$15,000	\$15,450	\$15,914	\$16,391	\$16,883
Professional Services - Long Term Financial Planning/Fees		\$0	\$0	\$0	\$0	\$0
County of Butte GSA - Member Contribution		\$12,500	\$12,875	\$13,261	\$13,659	\$14,069
Legal Defense Reserve		\$0	\$0	\$0	\$0	\$0
County Tax Roll Fee Support		\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
Contingency (10%)		\$30,250	\$31,158	\$32,092	\$33,055	\$34,047
GSA Admin. Total		\$332,750	\$331,088	\$341,020	\$351,251	\$361,788

Original budget for 23/24 was \$55K
 Original budget for 23/24 was \$175K

Original budget for 23/24 had \$15K for upgrade

5-Year GSP Implementation Inflation Adjustment 3% 3% 3% 3%

Cost Category- SGMA Compliance	Annual or Total Cost	Year 1	Year 2	Year 3	Year 4	Year 5	Notes
	Shared w/GGA	July 2024 -June 2025	July 2025 -June 2026	July 2026 -June 2027	July 2027 -June 2028	July 2028 -June 2029	
SGMA Compliance							
GSP Revisions	\$0						50% Shared with GGA/AR
GSP Manager for Revisions							
GSP Annual Reports	\$70,000	\$35,000	\$36,050	\$37,132	\$38,245	\$39,393	Annual Costs Split w/GGA
GSP Periodic Evaluation and Updates (5 Year Update)	\$150,000			\$37,500	\$37,500		Total Cost split over 2 years with GGA
Long Term Funding Planning							
Update Revenue Requirements		\$50,000					CGA 218 Cost Alternatives
Implement New Rates (PR + Challenges)			\$30,000	\$30,000	\$30,000	\$30,000	218 landowner questions/challenges
Project Initiation							
Obtain Programmatic EIR for Projects			\$50,000				Overall Benefit to CGA,
Grant Applications							Original 23/24 budget was \$30K
Refine/Develop Projects	\$200,000	\$100,000	\$20,000	\$20,000	\$20,000	\$20,000	Overall Benefit to CGA/Includes project with 50
Study Implementation							
Refine/Develop Studies	\$40,000	\$10,000	\$20,000	\$20,000	\$20,000	\$20,000	Annual Costs Split w/GGA
Implement Studies to Fill Data Gaps	\$50,000	\$12,500	\$25,000	\$25,000	\$25,000	\$25,000	Annual Costs Split w/GGA
Subsidence Monitoring Network; Realtime Monitoring	\$100,000	\$25,000	\$50,000	\$50,000	\$50,000	\$50,000	Annual Costs Split w/GGA
Public Engagement & Outreach	\$60,000	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	Annual Costs Split w/GGA, 3% inflation
GSP Implementation Manager	\$150,000	\$75,000	\$77,250	\$79,568	\$81,955	\$84,413	Annual Costs Split w/GGA, 3% inflation
Grant Procurement	\$60,000	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765	Annual Costs Split w/GGA, 3% inflation
Contingency (8%)		\$29,400	\$29,608	\$29,028	\$29,461	\$26,907	
SGMA Compliance Total		\$396,900	\$399,708	\$391,881	\$397,725	\$363,243	
TOTAL CGA Admin and SGMA Compliance		\$729,650	\$730,796	\$732,901	\$748,975	\$725,032	

218 Revenue Current

Revenue at \$1.21	\$472,000
Revenue at \$1.50	\$585,000
Projected Reserve Depletion	(\$257,650)
	(\$144,650)

							Notes
Cost Category- Project and Management Action Implementation	Shared w/GGA	July 2024 -June 2025	July 2025 -June 2026	July 2026 -June 2027	July 2027 -June 2028	July 2028 -June 2029	
Domestic Well Mitigation							
Refine Domestic Well Mitigation Program	\$50,000	\$25,000	\$25,000				Annual Costs Split w/GGA
Implement Domestic Well Mitigation Program (Reserve Fund)	\$500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	Annual Costs Split w/GGA
Demand Management Mitigation							
Demand Management/Groundwater Allocation Program	\$3,000,000	\$250,000	\$750,000	\$500,000			Total Cost Shared with CGA
Implement Demand Management Program	\$500,000				\$250,000	\$250,000	Annual Costs Split w/GGA
Project 1							Should be over a dozen of these listed
Project 2							
Management Action 1							
Management Action 2							
Project and Management Action Implementation Sub-Total		\$525,000	\$1,025,000	\$750,000	\$500,000	\$500,000	

Revenue Sources TBD

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 7: Annual Board Review of Operations Fee according to Resolution No. 2019-02 entitled “Resolution Certifying the Results of a Proposition 218 Majority Protest Proceeding and Setting the Authority’s Operations Fee”

ACTION ITEM

7a. * Consider approval of proposed CGA Operations Fee to fund FY 2024-25 Budget as adopted and determine fee adjustment

BACKGROUND:

The Colusa Groundwater Authority (CGA) is a twelve-member Joint Powers Authority that serves as the Groundwater Sustainability Agency for the Colusa County portion of the Colusa Subbasin and a portion of the Butte Subbasin. The CGA was formed on June 29, 2017, to ensure compliance with the Sustainable Groundwater Management Act (SGMA) and avoid State intervention for all landowners in the CGA’s jurisdiction.

CGA is responsible for implementing SGMA according to the statute, including developing, adopting and implementing a Groundwater Sustainability Plan (GSP). CGA is also responsible for complying with all public agency legal requirements. Public agency administration requires staffing, insurance, professional consultants and legal counsel services, among other expenses. Upon formation, the Members of the Authority agreed to finance the agency for two years, through fiscal year 2018/2019, after which a long-term funding plan was adopted.

In March 2019, a *Fee Study for the Colusa Groundwater Authority* was completed by Provost and Pritchard Consulting Group. The fee study was prepared by a professional Engineer and describes information about the CGA and SGMA, the Operations Fee structure, and the need and purpose for the fee. (The Fee Study can be downloaded from the CGA website here: https://colusagroundwater.org/mdocs-posts/2019_03_26_cga-prop-218-fee-study/). The study provided a recommended budget and Operations Fee. On April 10, 2019, the CGA board passed Resolution No. 2019-01: a “Resolution of the Board of Directors of the Colusa Groundwater Authority Fixing Procedures for a Proposition 218 Majority Protest Regarding the Operations Fee and Declaring its Intent to Adopt a Five Year Budget, to Fix and Collect the Operations Fee, to Declare the Necessity for Levying the Operations Fee, and to Call and Notice a Public Hearing.” (Resolution No. 2019-01 can be downloaded from the CGA website here: https://colusagroundwater.org/mdocs-posts/cga-resolution-2019-01_prop-218/).

On June 5, 2019, the CGA Board held a public hearing and passed Resolution No. 2019-02: a “Resolution Certifying the Results of a Proposition 218 Majority Protest Proceeding and Setting the Authority’s Operations Fee”. (Resolution No. 2019-02 can be downloaded from the CGA website here: https://colusagroundwater.org/mdocs-posts/cga-resolution-2019_02_prop-218/).

The Operations Fee was adopted at a maximum rate of \$1.21 per acre with the option in subsequent years to include an inflation factor indexed to the Consumer Price Index, Western Region. CGA operates in a fiscally responsible manner, seeking out all available grant and other funding opportunities in order to keep local costs at a minimum. CGA has been successful in obtaining support from the California Department of Water Resources, and was awarded \$1,999,600.00 in DWR Sustainable Groundwater Management Program grant funding for GSP development in the Colusa Subbasin, in cooperation with the Glenn Groundwater Authority (GGA).

The CGA should again establish its Operations Fee for the coming fiscal year. The FY 2024-25 ad hoc Budget Committee has recommended an operating budget. In adopting the Operations Fee for FY 2024-25, the CGA board should also review the amount of the previous fee (\$1.00/acre) and determine if any adjustment to the fee is needed, up to \$1.21/acre.

RECOMMENDATION:

The CGA board should consider approval of the proposed Operations Fee to fund the FY 2024-25 budget as adopted and establish the amount of that fee. The fee amount recommended by the ad hoc Budget Committee to support the FY 2024-25 budget is \$1.21/acre. The committee recommends that the CGA Board approve an Operations Fee of \$1.21/acre for the 2024-25 fiscal year.

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 8: Consider Approval of Provost and Pritchard Consulting Group Addendum #5 to Consultant Services Agreement (CSA) No. 18-197: Consulting Services for Tax Year 2024-25 Direct Charge Preparation, Colusa Groundwater Authority, Colusa and Yolo Counties

ACTION ITEM

8a. *Recommendation to authorize the Chair to execute Addendum #5 to CSA No. 18-197 with Provost and Pritchard in an amount not to exceed \$3,500

BACKGROUND:

The CGA budget is currently funded through a parcel charge on properties within the Colusa Subbasin in Colusa and Yolo Counties. Although a consultant is currently performing a new fee study for CGA that takes into consideration funding for SGMA compliance requirements and Groundwater Sustainability Plan implementation costs in addition to ongoing agency administration, the new fee structure is not expected to be developed and put into place until Fiscal Year 2025-26. Consequently, to fund the FY 2024-25 budget, CGA will continue to use the parcel charge established through the fee study approved in 2019.

In order for the fee to be placed on the county tax rolls, the direct charge file must be submitted to the Yolo and Colusa County Assessor's Offices by August 10, 2024. In addition to the standard information for each entry, the file includes the parcel number and fee associated with each parcel. This list may change slightly from year to year for various reasons such as parcel splits.

CGA's 2019 fee study was performed by Provost and Pritchard Consulting Group (P&P). Because P&P has the data files and mapping components that were used to compile the 2019 fee study and the direct charge files for the fees from 2019 through 2023, staff believes that P&P can provide this service in the most streamlined and cost-effective manner. P&P has provided a proposal in the form of Addendum #5 for the original agreement to prepare the fee study in 2019, for a proposed fee of \$2,500 to \$3,500. CGA previously executed Addendum #1 through Addendum #4 for preparation of the direct charge files over the past four years.

RECOMMENDATION:

Staff recommends that the board approve and authorize the Chair to sign Addendum #5 to CSA No. 18-197 with Provost and Pritchard in an amount not to exceed \$3,500.

ATTACHMENT:

- Provost and Pritchard Consulting Group Addendum #5 to Consultant Services Agreement (CSA) No. 18-197: Consulting Services for Tax Year 2024-25 Direct Charge Preparation, Colusa Groundwater Authority, Colusa and Yolo Counties

May 24, 2024

Ms. Carol Thomas-Keefer
Colusa Groundwater Authority
1213 Market Street
Colusa, CA 95932

**Subject: Addendum #5 to Consultant Services Agreement (CSA) No. 18-197 -
Consulting Services for Tax Year 2024-2025 Direct Charge Preparation,
Colusa Groundwater Authority, Colusa and Yolo Counties, California**

Dear Ms. Thomas-Keefer:

Thank you for the opportunity to submit this addendum to provide consulting services for the subject project. This addendum discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedules, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

We understand that the Colusa Groundwater Authority (CGA) would like assistance in preparing the Direct Charge documents for the 2024-2025 Tax Year for Colusa County and Yolo County.

Scope of Services

Our proposed scope of work for this addendum is described in one phase below.

Phase T25: Tax Year 2024-25

- Complete parcel updates based on information provided by Colusa County Auditor-Controller and Yolo County Department of Financial Services
- Update calculations for parcels within CGA, based on guidance from CGA for current year charges
- Prepare Data File(s) and submit to Counties for testing (30 days prior to Aug 10), (not required but can be included if requested by CGA)
- Assist in completing Direct Charge forms as required by the Counties
- Submit final Direct Charge data file to Counties (Due Aug 10)

Professional Fees

Provost & Pritchard Consulting Group will perform the services for this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. For budgeting purposes, we estimate our fees to be \$2,500 to \$3,500 for the 2024-25 tax year effort, depending on the number of parcel updates required. These fees will be invoiced monthly as they are accrued. Reimbursable expenses will be invoiced in addition to professional fees and are included in the estimated ranges above. If it appears we will need to exceed the upper range above, we will notify you in writing before we do so and will provide a

revised estimate. We will not continue work beyond the initial budget without additional authorization.

Schedule

Once we receive an executed copy of this addendum, and are authorized to proceed, we can prepare the draft data file for initial submittal to Colusa and Yolo County by July 11 (if requested by CGA). The final data file and required documentation will be submitted by August 10, as legally required. Agency review time is beyond our control.

Assumptions

- This proposal does not include updates to the ownership information associated with the parcels within the Colusa Groundwater Authority. Updates to parcel information is limited to merges/splits/assignment of new APNs.
- CGA shall forward the Direct Charge packet instructions from Colusa and Yolo Counties to Provost & Pritchard, once made available.
- CGA will help coordinate the completion and submittal of Direct Charge forms required by Colusa and Yolo Counties, including Counsel review.
- CGA is responsible for scheduling Board meetings to coincide with the submittal and/or approval of the Direct Charge documents by August 10. The fee estimate does not include meeting attendance by Provost & Pritchard, but staff can be available to do so for the same time and materials rate at the CGA's request.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

- Updates of ownership information for the CGA jurisdiction, as provided by Colusa and Yolo County Assessor's offices.

Terms and Conditions

Consulting, Job No. 2846-24-001, Phase T25

This is an addendum to the previously authorized Provost & Pritchard Consulting Group CSA No. 18-197, with project number referenced above and is subject to the same terms and conditions as described in the CSA. The signature below hereby authorizes Phase T25 and the performance of the above-described tasks for a time and materials budget of \$2,500 to \$3,500. If this addendum is acceptable, please sign and return a copy to our office. This document will serve as our Notice to Proceed. This proposal is valid for 60 days from the date above.

Regards,
Provost & Pritchard Consulting Group


Mallory C. Serrao
Project Manager


Daniel Kerns, RCE 84100
Senior Engineer

Terms and Conditions Accepted

By Colusa Groundwater Authority

Signature

Signature

Printed Name

Printed Name

Title

Date

Title

Date

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 9: COLLECTION OF OPERATIONS FEE

ACTION ITEM

[AGENDA ITEM 9a: Consider approval of Resolution No. 2024-01 Requesting Collection of Charges on Colusa County Tax Roll in Fiscal Year 2024/25 and Authorize the Chair to Sign](#)

BACKGROUND:

On June 25, 2024, the CGA Board is expected to adopt the Fiscal Year 2024/25 budget and set the Operations Fee at \$1.21 per acre for FY 2024/25.

Colusa County requires a Resolution from agencies requesting fee collections on County Tax Rolls. All files associated with the fee collections, including the Resolution, are due to the County no later than August 10 each year.

RECOMMENDATION:

That the CGA Board adopt Resolution No. 2024-01 Requesting Collection of Charges on the Colusa County Tax Roll in FY 2024/25 and authorize the Chair to sign.

ATTACHMENTS:

- Resolution No. 2024-01 (Exhibit 1 to be finalized prior to submittal to the County)

**COLUSA GROUNDWATER AUTHORITY
RESOLUTION NO. 2024-01**

RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the Colusa Groundwater Authority (the "Authority") requests the County of Colusa (the "County") to collect on the County tax rolls certain fees which the Authority has adopted pursuant to section 10730 of the California Water Code; and

WHEREAS, the County has required as a condition of the collection of said charges that the Authority warrant the legality of said fees and defend and indemnify the County from any challenge to the legality thereof;

NOW THEREFORE BE IT RESOLVED by the Authority's Board of Directors that:

1. The Auditor-Controller of the County is requested to attach for collection on the County tax rolls the fees listed on Exhibit 1, attached hereto and incorporated herein.
2. The Authority warrants and represents that fees imposed by the Authority and being requested to be collected by the County comply with all requirements of state law, including but not limited to Article XIID of the California Constitution (Proposition 218).
3. The Authority releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of the fees on behalf of Authority.
4. The Authority agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of Authority's fees requested to be collected by County for Authority, or in any manner arising out of Authority's establishment and imposition of said fees. Authority agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of Authority's fees, the County may offset the amount of the judgment from any other monies collected by County on behalf of Authority.
5. The Authority agrees that its officers, agents and employees will cooperate with the County in answering questions referred to Authority by County from any person concerning the Authority's fees, and that Authority will not refer such persons to County officers and employees for response.

6. The Authority agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the fees, as provided by Government Code sections 29304 and 51800.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the **COLUSA GROUNDWATER AUTHORITY** this 25th day of June, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATE OF RESOLUTION

We, the undersigned, hereby certify as follows:

1. That we are the Chair and Secretary of the COLUSA GROUNDWATER AUTHORITY; and
2. That the foregoing resolution, consisting of 3 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the Colusa Groundwater Authority, passed at the meeting of the Board of Directors held on June 25, 2024, held at Colusa Industrial Properties, 100 Sunrise Boulevard, Colusa, CA 95932.

IN WITNESS WHEREOF, we have signed this certificate this ____ day of _____, 2024, at Colusa, California.

Chair of the Board of Directors

Carol Thomas-Keefer
Secretary

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 9: COLLECTION OF OPERATIONS FEE

ACTION ITEM

[AGENDA ITEM 9b: Consider approval of Resolution No. 2024-02 Requesting Collection of Charges on Yolo County Tax Roll in Fiscal Year 2024/25 and Authorize the Chair to Sign](#)

BACKGROUND:

On June 25, 2024, the CGA Board is expected to adopt the Fiscal Year 2024/25 budget and set the Operations Fee at \$1.21 per acre for FY 2024/25.

Yolo County requires a Resolution from agencies requesting fee collections on County Tax Rolls. All files associated with the fee collections, including the Resolution, are due to the County no later than August 10 each year.

RECOMMENDATION:

That the CGA Board adopt Resolution No. 2024-02 Requesting Collection of Charges on the Yolo County Tax Roll in FY 2024/25 and authorize the Chair to sign.

ATTACHMENTS:

- Resolution No. 2024-02 (Exhibit 1 to be finalized prior to submittal to the County)

**COLUSA GROUNDWATER AUTHORITY
RESOLUTION NO. 2024-02**

RESOLUTION REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the Colusa Groundwater Authority (the "Authority") requests the County of Yolo (the "County") to collect on the County tax rolls certain fees which the Authority has adopted pursuant to section 10730 of the California Water Code; and

WHEREAS, the County has required as a condition of the collection of said charges that the Authority warrant the legality of said fees and defend and indemnify the County from any challenge to the legality thereof;

NOW THEREFORE BE IT RESOLVED by the Authority's Board of Directors that:

1. The Auditor-Controller of the County is requested to attach for collection on the County tax rolls the fees listed on Exhibit 1, attached hereto and incorporated herein.
2. The Authority warrants and represents that fees imposed by the Authority and being requested to be collected by the County comply with all requirements of state law, including but not limited to Article XIID of the California Constitution (Proposition 218).
3. The Authority releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of the fees on behalf of Authority.
4. The Authority agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties") from any and all claims, demands, liabilities, costs and expenses, damages, causes of action, and judgments, in any manner arising out of the collection by County of any of Authority's fees requested to be collected by County for Authority, or in any manner arising out of Authority's establishment and imposition of said fees. Authority agrees that, in the event a judgment is entered in a court of law against any of the Indemnified Parties as a result of the collection of Authority's fees, the County may offset the amount of the judgment from any other monies collected by County on behalf of Authority.
5. The Authority agrees that its officers, agents and employees will cooperate with the County in answering questions referred to Authority by County from any person concerning the Authority's fees, and that Authority will not refer such persons to County officers and employees for response.

6. The Authority agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the fees, as provided by Government Code sections 29304 and 51800.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the **COLUSA GROUNDWATER AUTHORITY** this 25th day of June, 2024.

AYES:

NOES:

ABSENT:

ABSTAIN:

CERTIFICATE OF RESOLUTION

We, the undersigned, hereby certify as follows:

1. That we are the Chair and Secretary of the COLUSA GROUNDWATER AUTHORITY; and
2. That the foregoing resolution, consisting of 3 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the Colusa Groundwater Authority, passed at the meeting of the Board of Directors held on June 25, 2024, held at Colusa Industrial Properties, 100 Sunrise Boulevard, Colusa, CA 95932.

IN WITNESS WHEREOF, we have signed this certificate this ____ day of _____, 2024, at Colusa, California.

Chair of the Board of Directors

Carol Thomas-Keefer
Secretary

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 10: Adoption of Resolution No. 24-03 Affirming Meaning of Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority

ACTION ITEM

BACKGROUND:

On May 15, 2024, CGA's Program Manager received correspondence from the State Water Resources Control Board noting that the Joint Power Agreement that established the Colusa Groundwater Authority included a mutual water company as a signatory party and indicated that such a signatory was not permissible under SGMA. The Water Board counsel further recommended that CGA "cure" what it referenced as a formation defect.

CGA counsel has reviewed and addressed this matter by preparing a draft resolution for CGA Board adoption. The resolution is intended to confirm that CGA was established in accordance with applicable governing law and its Joint Powers Agreement includes a provision that automatically addresses any concerns relating to inclusion of a mutual water company.

RECOMMENDATION:

That the CGA board adopt Resolution No. 2024-03 Affirming the Meaning of the Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority and direct the Program Manager to transmit the resolution to the State Water Resources Control Board.

ATTACHMENTS:

- Letter dated May 15, 2024, from State Water Resources Control Board re CGA JPA
- Draft Resolution No. 2024-03



State Water Resources Control Board

May 15, 2024

Via Email

Carol Thomas-Keefer
Program Manager - Colusa Groundwater Authority GSA
cthomaskeeper@rgs.ca.gov

RE: COLUSA GROUNDWATER AUTHORITY JOINT EXERCISE OF POWERS AGREEMENT

Dear Ms. Thomas-Keefer:

It has come to the attention of the State Water Resources Control Board (State Water Board) staff that the Colusa Groundwater Authority Joint Exercise of Powers Agreement (JPA) may contain a mutual water company as a signatory, which is not permissible under the Sustainable Groundwater Management Act (SGMA) (Wat. Code, § 10720 et seq.). Please see the State Water Board's Frequently Asked Questions document on Groundwater Sustainability Agencies, which is included with the email transmitting this letter and can also be accessed at the following link:

https://waterboards.ca.gov/water_issues/programs/sgma/docs/gsa_faq_rev.pdf.

Question nine specifically addresses the role of mutual water companies.

It appears the parties to the JPA were aware of this issue at the time of formation as the JPA contains the following language:

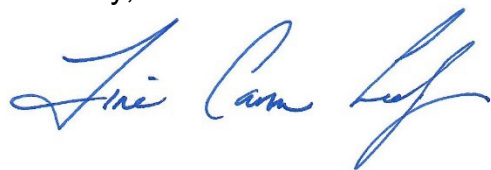
After the Effective Date of this Agreement, if it is determined that this Agreement is defective as a result of Colusa Drain Mutual Water Company's participation as a Member of the Authority, the Colusa Drain Mutual Water Company will be deemed to withdraw from this joint exercise of powers agreement and this Agreement will serve as an agreement between the Colusa Drain Mutual Water Company and the other Members of the Authority.

On October 26, 2023, the California Department of Water Resources found the Colusa Subbasin GSP incomplete and provided 180 days for corrections. In addition to addressing the incomplete determination, it would be advisable for the Colusa Groundwater Authority to cure this formation defect if it has not done so already.

E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

Please do not hesitate to contact me at Tina.Leahy@waterboards.ca.gov or (916) 319-8559, if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Tina Cannon Leahy". The signature is written in a cursive style with a large initial 'T' and 'L'.

Tina Cannon Leahy
Supervising Attorney

COLUSA GROUNDWATER AUTHORITY

RESOLUTION 2024-03

**RESOLUTION AFFIRMING MEANING OF THE JOINT EXERCISE OF
POWERS AGREEMENT ESTABLISHING THE
COLUSA GROUNDWATER AUTHORITY**

WHEREAS, the Colusa Groundwater Authority (the “Authority”) is a California Joint Powers Authority duly formed and existing pursuant to the Joint Exercise of Powers Act (Gov. Code § 6250, *et seq.*) (the “Act”) and that certain *Joint Exercise of Powers Agreement Establishing the Colusa Groundwater Authority* (the “Agreement”), entered into by and among the Authority’s Members (as defined therein);

WHEREAS, pursuant to the Agreement, the purpose of the Authority is to act as the Groundwater Sustainability Agency under the Sustainable Groundwater Management Act (Water Code § 10730 *et seq.*) (“SGMA”) for the portion of the Colusa and Yolo County portions of the Colusa Subbasin of the Sacramento Valley Groundwater Basin, California Department of Water Resources Basin No. 5-021.52, and the Colusa County portion of the Butte Subbasin of the Sacramento Valley Groundwater Basin, Department of Water Resources Basin No. 5-021.70 (the “Basins”);

WHEREAS, Water Code Section 10723.6 provides that “a mutual water company may participate in a groundwater sustainability agency through a memorandum of agreement or other legal agreement”;

WHEREAS, in reliance on the express terms of Section 10723.6, and in coordination with and with the concurrence of the California Department of Water Resources (“DWR”), the Authority included the Colusa Drain Mutual Water Company (the “Mutual”) among the signatories to the Agreement, subject to the terms and conditions of Section 2.6 of the Agreement;

WHEREAS, staff of the State Water Resources Control Board (the “State Board”) has informed the Authority by way of a letter dated May 15, 2024, that staff is of the opinion that the fact that the Mutual is a signatory to the Agreement constitutes a “formation defect” and has advised the Authority to cure the purported defect;

WHEREAS, notwithstanding the Authority’s understanding and belief that (i) there is no defect in the formation of the Authority, (ii) the inclusion of the Mutual as a signatory is consistent with the express terms of SGMA, and (iii) the express terms of the Agreement automatically operate in a manner that address the concerns of the State Board staff as identified in the May 15th letter, the Authority wishes to take additional formal action to address such concerns.

NOW, THEREFORE, BE IT RESOLVED that:

1. The foregoing recitals are true and correct.
2. The Board affirms Section 2.6 of the Agreement, which provides as follows:

After the Effective Date of this Agreement, if it is determined that this Agreement is defective as a result of Colusa Drain Mutual Water Company's participation as a Member of the Authority, the Colusa Drain Mutual Water Company will be deemed to withdraw from this joint exercise of powers agreement and this Agreement will serve as an agreement between the Colusa Drain Mutual Water Company and the other Members of the Authority. Notwithstanding the preceding sentence, this Agreement shall establish Colusa Drain Mutual Water Company's rights and obligations in the Authority without further action by Colusa Drain Mutual Water Company or the other Members. In the event of a determination described in this Article 2.6, this Agreement shall remain in full force and effect and shall not otherwise change the rights and obligations of the other Members or the Colusa Drain Mutual Water Company.

3. The Board hereby confirms and determines as follows:
 - a. That in light of the May 15th letter from State Board staff, Section 2.6 of the Agreement is in full force and effect and has automatically operated as of May 15, 2024, to remove the Mutual as a signatory to the Agreement, and the Mutual is so removed; and
 - b. That the Agreement serves as the "legal agreement" between the Authority and the Mutual pursuant to which the Mutual is to participate in the Authority, as is specifically authorized pursuant to Section 10723.6

PASSED AND ADOPTED by the Board of Directors of the Colusa Groundwater Authority on June 25, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

CERTIFICATE OF RESOLUTION

We, the undersigned, hereby certify as follows:

1. That we are the Chair and Secretary of the COLUSA GROUNDWATER AUTHORITY; and

2. That the foregoing resolution, consisting of 3 pages, including this page, is a true and correct copy of a resolution of the Board of Directors of the Colusa Groundwater Authority, passed at the meeting of the Board of Directors held on June 25, 2024, at the Colusa Industrial Properties, 100 Sunrise Blvd., Colusa, CA 95932

IN WITNESS WHEREOF, we have signed this certificate this 25th day of June, 2024, at Colusa, California.

Chair of the Board of Directors

Secretary

DRAFT

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 11: GSP Implementation Update

The Annual Report for the Colusa Subbasin for Water Year 2022-23 was finalized and submitted to DWR on March 28, 2024. By letter dated May 10, 2024, DWR acknowledged receipt of the report and indicated that no further information was required at this time; however, it also indicated that its re-evaluation of the GSP with revisions later this year would help determine if the annual report data supported achievement of sustainability goals.

The Revised GSP was submitted to DWR on April 22, 2024, one day prior to the submittal deadline. DWR indicates it expects to have a determination on the revised Plan by year-end.

A webinar is scheduled for Monday, June 24, 2024, from 12:00 to 1:00 p.m. to review Colusa Subbasin groundwater conditions as summarized in the Annual Report; the webinar will also include a review of revisions to GSP that were developed in response to DWR's "incomplete" determination. The CGA and GGA hosted webinar will feature a presentation by Davids Engineering. For those who are interested but not available to attend, the webinar will be recorded and available online at both CGA and GGA websites.

Additionally, Davids Engineering has developed an educational brochure summarizing the Annual Report findings. The summary document is available for download on the CGA website: <https://colusagroundwater.org/wp-content/uploads/2024/06/Colusa-Subbasin-Groundwater-Conditions-WY-23-6.17.24.pdf>.

ATTACHMENTS:

- DWR Letter dated May 10, 2024, re annual report
- Colusa Subbasin Groundwater Conditions Summary



CALIFORNIA DEPARTMENT OF WATER RESOURCES

SUSTAINABLE GROUNDWATER MANAGEMENT OFFICE

715 P Street, 8th Floor | Sacramento, CA 95814 | P.O. Box 942836 | Sacramento, CA 94236-0001

May 10, 2024

Lisa Hunter
Colusa Subbasin
225 North Tehama
Street Willows, CA 95988
lhunter@countyofglenn.net

RE: Review of Annual Report for the Colusa Subbasin, Water Year 2023

Dear Lisa Hunter,

As the basin point of contact for the groundwater sustainability plan (GSP) in the Colusa Subbasin (Subbasin), this letter is to inform you that the Department of Water Resources (Department) has reviewed the annual report submitted for the Subbasin for Water Year 2023. The Sustainable Groundwater Management Act (SGMA) requires, on April 1 following the adoption of a GSP and annually thereafter, an annual report to be submitted to the Department. The required contents of annual reports are included in the GSP Regulations (23 CCR § 356.2) as is the Department's role in reviewing annual reports (23 CCR § 355.8).

Once an annual report has been submitted, the Department is required: to notify the submitting agency of receipt within 20 days, review the information to determine whether the basin's GSP is being implemented in a manner likely to achieve its established sustainability goal, and notify the submitting agency in writing if additional information is required (23 CCR § 355.8).

The submitted information appears to satisfy the requirements of the GSP Regulations (23 CCR § 356.2) of and so no additional information is required at this time. However, due to the current status of the GSP for the basin, the basin does not yet have a sustainability goal that is part of an approved Plan. As a result, the Department cannot independently evaluate whether information in the annual report indicates that the Plan is being implemented in a manner that will likely achieve the sustainability goal for the basin at this time, but that determination will be included in the Department's forthcoming evaluation of the Plan.

Please contact the assigned DWR basin point-of-contact or sgmps@water.ca.gov if you have questions about this notice or the annual reporting process. The Department looks forward to receiving your Water Year 2024 Annual Report by April 1, 2025.

Thank You,

Paul Gosselin

Paul Gosselin
Deputy Director
Sustainable Water Management

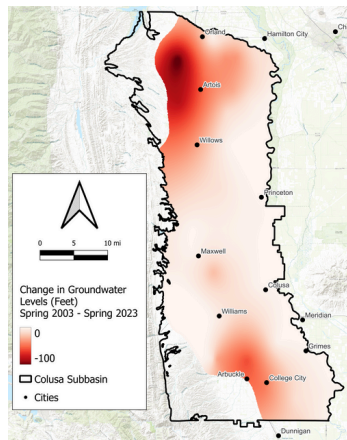
COLUSA SUBBASIN GROUNDWATER CONDITIONS IN WATER YEAR 2023

OCTOBER 2022 – SEPTEMBER 2023



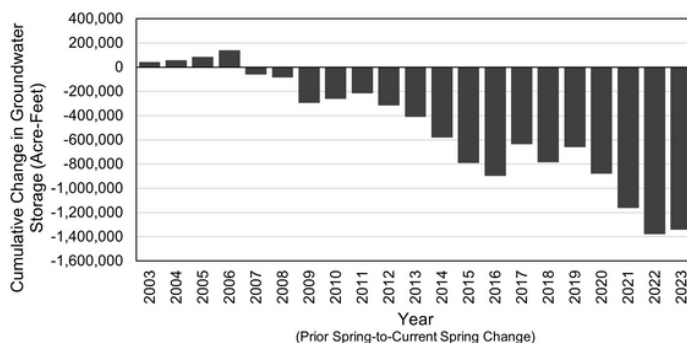
GROUNDWATER LEVELS

- Groundwater levels in the Colusa Subbasin have generally dropped over the last 20 years, especially in northern areas around Orland and Artois and southern areas around Arbuckle and College City.
- Wet conditions and surface water supplies in 2023 helped groundwater levels to recover across much of the Colusa Subbasin, as compared to 2020-2022.



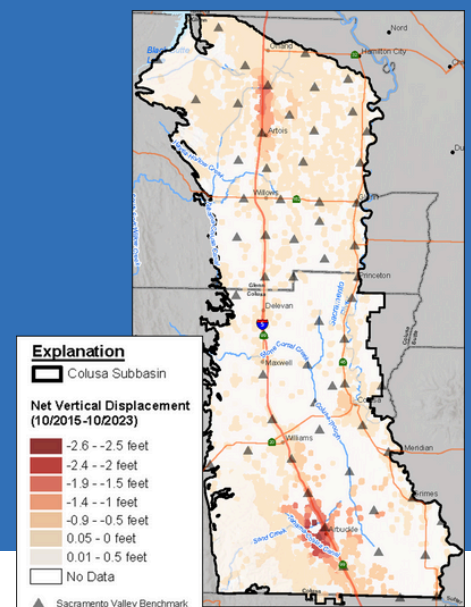
GROUNDWATER STORAGE

- As groundwater levels change, so too does the volume of groundwater stored in the Colusa Subbasin.
- While groundwater storage can increase in wet years, such as 2023, drought conditions and changing water supply and demand have led to an overall net decline in groundwater storage over the past two decades.
- The cumulative change in groundwater storage from 2003-2023 was approximately -1.3 million acre-feet.



SUBSIDENCE

- Land subsidence (i.e., negative vertical land displacement) is generally tied to— though not exclusively caused by— groundwater level decline.
- Between 2015 and 2023, land subsidence has occurred in various areas around the Colusa Subbasin, especially near Arbuckle and College City (maximum of -2.6 feet) and between Orland and Artois (maximum of -1.9 feet of vertical displacement). It is unclear how much of this subsidence is permanent.
- Land subsidence rates decreased in 2023 (up to approximately -0.35 feet per year), as compared to 2020-2022 (up to approximately -0.8 feet per year), reflecting groundwater level recovery during that same period.





REVISED COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN

COMPLETED APRIL 2024

WHAT IS THE COLUSA SUBBASIN GROUNDWATER SUSTAINABILITY PLAN?

The Colusa Subbasin Groundwater Sustainability Plan (GSP) is a comprehensive, dynamic plan that is guiding sustainable groundwater management efforts in the Colusa Subbasin from 2022-2042. The goals of the GSP are to maintain locally-managed sustainable groundwater resources to preserve and enhance the economic viability, social well-being, and culture of all who use groundwater, while also avoiding undesirable results to all users.

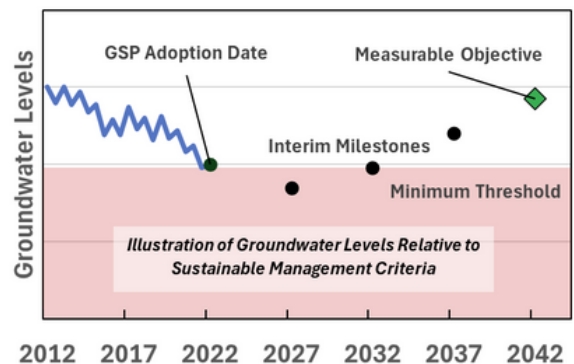
The GSP was initially developed by the Colusa Groundwater Authority (CGA) and the Glenn Groundwater Authority (GGA) through an extensive public engagement process in 2016-2022, in compliance with the Sustainable Groundwater Management Act (SGMA). Maintaining groundwater sustainability requires ongoing cooperation and partnership between all who manage, use, and benefit from groundwater in the Colusa Subbasin. Groundwater management must also be adaptive. As conditions change and we learn more, the GSP will be updated.

WHAT CHANGED IN THE REVISED COLUSA SUBBASIN GSP?

The GSP was revised in 2023-2024 to incorporate newer information on groundwater conditions in the Colusa Subbasin and to make stronger commitments to ensuring groundwater sustainability in the Colusa Subbasin.

Key changes to the revised GSP include:

- Commitment to a **demand management program** that will reduce groundwater consumption in the Colusa Subbasin. The CGA and GGA have committed to planning the program in 2024-2026 and will be ready to implement the program no later than January 2027 if adverse groundwater conditions persist.
- Commitment to a **domestic well mitigation program** that will resolve drinking water well impacts resulting from declining groundwater levels and subsidence during GSP implementation. The CGA and GGA have committed to developing and implementing the program no later than January 2026.
- Updates to **sustainable management criteria (SMC)** for groundwater levels and subsidence, setting more stringent metrics and targets for achieving sustainable conditions by 2042. The updated SMC are more protective of groundwater levels in vulnerable areas where domestic well impacts have occurred in recent years, and are also intended to limit and avoid subsidence impacts to critical infrastructure.
- Development of **recent overdraft estimates** for the Colusa Subbasin using groundwater level data from 2016-2021, and plans to re-evaluate overdraft each year to ensure conditions remain on track toward groundwater sustainability.



WHO DO I CONTACT FOR ADDITIONAL INFORMATION?

Please contact us if you have questions about the Colusa Subbasin GSP or any of these topics.

Colusa County - Colusa Groundwater Authority

Carol Thomas-Keefer, Program Manager
cthomaskeefe@rgs.ca.gov
www.colusagroundwater.org

Glenn County - Glenn Groundwater Authority

Lisa Hunter, Program Manager
lhunter@countyofglenn.net
www.countyofglenn.net/glenn-groundwater-authority

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 12: DWR Staff Update

Mr. Brandon Davison or another DWR representative may provide an update on DWR activities.

AGENDA ITEM 13: Committee Reports

13a. Technical Advisory Committee – Jim Wallace, Deke Dormer, Kate Dunlap

The June 14, 2024, meeting of the CGA/GGA Joint TAC was cancelled. The next meeting is scheduled for September 13, 2024.

13b. Long Term Funding ad hoc Committee – Jim Wallace, Jeff Moresco, Frank A. Nobriga, Hilary Reinhard

The ad hoc committee met with consultant LSCE on May 16, 2024, to review project status and discuss next steps. The committee will resume work with the consultant later this year in preparation for a new fee to be implemented in FY 2025-26.

Colusa Groundwater Authority Board of Directors Meeting

June 25, 2024 | 1:30 p.m.

AGENDA SUPPORT MATERIALS

AGENDA ITEM 14: Administrative Update

The Program Manager may provide updates on pending administrative or managerial matters.

AGENDA ITEM 15: CLOSED SESSION

Closed Session

- a. Conference with Legal Counsel (Gov't Code 54956.9) – existing litigation

Aqualliance et al. v. Colusa Groundwater Authority, Glenn Groundwater Authority
Colusa County Superior Court – Case Number CV24584

Aqualliance et al. v. Biggs-West Gridley Water District, et al.
Butte County Superior Court – Case Number 22CV00348

AGENDA ITEM 16: Report Out of Closed Session

The Attorney will provide a report on any reportable action taken in Closed Session.

AGENDA ITEM 17: Member Reports and Comments

INFORMATION ONLY

CGA Board Members and Alternates are encouraged to share information that may be relevant to the CGA. No action will be taken on any of these items.

AGENDA ITEM 18: Next Meeting

The next regular meeting of the CGA Board of Directors will be held on Tuesday, July 23, at 1:30 p.m.

AGENDA ITEM 19: Adjourn